



**WORLD  
ATHLETICS™**

**WORLD ATHLETICS  
CHAMPIONSHIPS  
EVENT ORGANISATION  
AGREEMENT**

**December 2023**

**[www.worldathletics.org](http://www.worldathletics.org)**



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# Event Organisation Agreement

This Agreement is made on (“the **AGREEMENT**”)

between **WORLD ATHLETICS**  
6-8, Quai Antoine 1er  
BP 359  
MC 98007 Monaco Cedex  
(“**WORLD ATHLETICS**”)

And **Japan Association of Athletics Federations**  
JAPAN SPORT OLYMPIC SQUARE  
9F 4-2 Kasumigaokamachi  
Shinjuku-ku  
Tokyo  
160-0013  
JAPAN  
(“**OM**”)

And **The Local Organising Committee of World Athletics Championships Tokyo 25**  
4-2, Kasumigaoka-machi  
Shinjuku-ku  
Tokyo  
Japan  
(“**LOC**”)

(together the “**parties**” and each individual a “**party**”).

## Recitals:

- A. WORLD ATHLETICS, an association established for an indefinite period under the laws of Monaco and comprised of area associations and national governing bodies for athletics, is the world governing body for the sport of athletics and has the exclusive right to sanction and to stage certain international athletics competitions, including the EVENT.
- B. The OM is WORLD ATHLETICS Member Federation governing the sport of athletics in the TERRITORY. The LOC is a corporate entity within the HOST COUNTRY who shall undertake the practical organisation of the EVENT.
- C. WORLD ATHLETICS has selected the OM as WORLD ATHLETICS Member Federation and the LOC to have the privilege and responsibility for organising and staging the EVENT.
- D. WORLD ATHLETICS, the OM and LOC wish to set out in this AGREEMENT the terms and conditions upon which the OM and the LOC will be granted the right to organise and stage the EVENT.

**NOW, THEREFORE**, the parties agree as follows:

### 1. Definitions and Interpretation

**1.1** In this AGREEMENT, the following expressions have the following meanings:

**“ACCREDITATION BADGE”** means the recognised and approved WORLD ATHLETICS form of identity badge or pass which permits a holder to access to all or part of the COMPETITION VENUE.

**“ADDITIONAL EVENTS”** has the meaning set out in Part 4, Schedule 1.

**“ADVERTISING BOARDS”** means any standing fixed, rotating, electronic boards or other material suitable for showing the name, logo, products or services of a COMMERCIAL AFFILIATE placed in the OFFICIAL VENUES.

**“ANTI-DOPING PROGRAMME”** means the anti-doping programme declared by WORLD ATHLETICS for the EVENT and conducted in conjunction with the ATHLETICS INTEGRITY UNIT.

**“APPLICABLE LAW”** means any applicable law, statute, regulation, by-law including national, regional, local or municipal law, and requirements, regulations or industry practices, codes of practice, Government policy, enactments or instruments, ordinance or other subordinate legislation in force from time to time.

**“APPLICATION FORM”** means the forms (including the PRE-QUALIFICATION FORM) submitted by the OM, on behalf of itself and the Host Institution, outlining their responses (including without limitation the EVENT GUARANTEES, EVENT budget and accommodation) to key application criteria in relation to hosting the EVENT.

**“ATHLETICS INTEGRITY UNIT”** means an independent organisation with responsibility for the management of all aspects of the ANTI-DOPING PROGRAMME for international-level athletes and their athlete support personnel as well as for the management of all other integrity-related programmes (including investigating, addressing breaches of and ensuring compliance with the INTEGRITY CODE OF CONDUCT) operated in elite athletics.

**“AUDITED ACCOUNTS”** means a particularised record of all costs expended and revenue collected in relation to the EVENT audited (by a reputable accountancy firm) in accordance with internationally accepted accounting principles.

**“BID EVALUATION PANEL”** means the panel appointed by WORLD ATHLETICS Council for the sole purpose of deciding and making a recommendation to WORLD ATHLETICS Council on the HOST CITY for the EVENT.

**“BRAND STYLE GUIDE”** means the manual setting out specific branding developed by WORLD ATHLETICS and used consistently across all aspects of the EVENT.

**“BROADCASTER”** means any entity identified by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER which has acquired the rights to transmit the audio visual signal of the EVENT or any part of the EVENT.

**“CATEGORY RELEASE AGREEMENT”** or **“CRA”** means the agreement between WORLD ATHLETICS and the LOC which regulates the right, in return for additional consideration, for the LOC to grant to EVENT SPONSORS, MARKETING RIGHTS as specified in this AGREEMENT, Schedule 2 and the EVENT GUIDE on a regional basis.

**“CLEAN”** means, save for the COMMERCIAL AFFILIATES, free of any and all advertising and/or promotion and/or branding material or logos or names in any form or medium and without constraint or limitation as to the exercise by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER of the MARKETING RIGHTS (including reserved seating arrangements, debenture holders, priority access rights holders, season ticket holders and merchandising agreements) which in any way compete with or detract from the exercise of the MARKETING RIGHTS by WORLD ATHLETICS and the WA COMMERCIAL PARTNER .

**“COMMERCIAL AFFILIATE”** means any entity which has been granted any commercial rights relating to the EVENT by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER or the LOC with WORLD ATHLETICS and the WA COMMERCIAL PARTNER’s approval, including WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS, all EVENT SPONSORS, BROADCASTERS, HOST BROADCASTER and all product licensees.

**“COMPETITION DELEGATES”** means an international officiating person appointed by the governing body at competitions where required by the rules and regulations, whose duties are described in the WORLD ATHLETICS’ Competition and Technical Rules.

**“COMPETITION VENUE”** means the location of the WAS Event, including the entire premises of the MAIN STADIUM, the course of any competitions, events or disciplines held outside the MAIN STADIUM or competition course, the adjacent areas, any warm-up areas, parking areas and drop-off zones, entrances, commentary positions, VIP areas, hospitality areas, franchise and concession areas as well as the aerial space above the competition venue and any other areas under the control of or sanctioned by WORLD ATHLETICS and/or the OM or the LOC;

**“CONFIDENTIAL INFORMATION”** means content and all information including operations, processes, know-how, designs, the business, affairs, plans or intentions or financial information whether written or oral (in any form however recorded or not) and disclosed by one party to another party pursuant to this AGREEMENT (including information disclosed by the WA COMMERCIAL PARTNER and/or COMMERCIAL AFFILIATES to the OM and/or the LOC in the course of activating their rights relating to the EVENT or providing goods and services pursuant to this AGREEMENT).

**“DIGITAL CONTENT”** means content included within any WORLD ATHLETICS or EVENT website or social media account and any other visual or audio-visual content.

**“EFFECTIVE DATE”** means the date when this AGREEMENT is signed by WORLD ATHLETICS.

**“EVENT”** means the WAS EVENT referred to in the APPLICATION FORM forming part of World Athletics Series (“WAS”), including the opening and closing ceremonies (if relevant) and any other activities in connection with the EVENT and under the control of WORLD ATHLETICS and/or the OM or the LOC.

**“EVENT GUIDE”** means the document, as amended from time to time, produced by WORLD ATHLETICS to assist bid committees, OM in bidding for and, LOC, in the organisation and operational delivery of the EVENT.

**“EVENT LOOK”** means a unique piece of artwork, design or look and feel designed to promote the EVENT in a uniform and consistent manner.

**“EVENT GUARANTEES”** means the guarantees to be provided by the OM and the LOC, applicable private entities and/or PUBLIC INSTITUTIONS to WORLD ATHLETICS in the APPLICATION FORM or in accordance with this AGREEMENT.

**“EVENT SPONSOR”** means any entity which has been granted by the WA COMMERCIAL PARTNER or LOC with the WA COMMERCIAL PARTNER’s approval, certain MARKETING RIGHTS relating to the EVENT.

**“EXCLUSIVE USE PERIOD”** means the period set out in the Venue/Course Guarantee in the APPLICATION FORM.

**“FACILITIES AND UTILITIES”** means the facilities and utilities identified by WORLD ATHLETICS as needed for the delivery of the EVENT, including furniture, storage, heating, air-conditioning (if requested), power supply (gas, electricity (including, if appropriate renewable energy)), INTERNET, water, basic office equipment and stationary television, DVD/Video, projector and screen.

**“FINANCIAL RECONCILIATION MEETING”** means meetings held between the LOC and WORLD ATHLETICS concerning all costs, expenses, fees, paid by the LOC on behalf of WORLD ATHLETICS and vice-versa.

**“FORCE MAJEURE EVENT”** means any circumstances not reasonably foreseeable at the date of this AGREEMENT arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of the affected party including, any national or regional strike or lock-out or industrial action of whatever nature (which is not due to any party to this AGREEMENT or any associates, agents, representatives or employees of a party), accidental fire, storm or tempest, act of God, explosion, sabotage, flood, earthquakes, subsidence, epidemic, PANDEMIC or other natural physical disaster, structural damage, failure of power supplies, war, act of terrorism, threat of terrorism, riot, crowd disorder or civil disobedience or commotion.

**“HOST BROADCASTER”** means the entity responsible for creating, producing and supplying the international audio-visual broadcast signal of the EVENT and providing the international audio-visual broadcast signal for international distribution together with broadcast facilities and technical services to BROADCASTERS.

**“HOST CITY”** means the city set out in the APPLICATION FORM.

**“HOST COUNTRY”** means the country set out in the APPLICATION FORM.

**“ICT SERVICES”** means the information technology and telecommunication systems and services to be implemented by the OM and the LOC in support of the EVENT. Such systems shall include, integration, INTERNET systems, hardware, software licences, high-speed reliable data network systems (WAN and LAN), voice communications systems, mobile communications systems and wired headset communication systems.

**“INTEGRITY CODE OF CONDUCT”** means WORLD ATHLETICS Integrity Code of Conduct (as amended from time to time).

**“INTELLECTUAL PROPERTY RIGHTS”** means copyright, registered and unregistered trade marks, service marks, patents, design rights, database rights and all other rights whether now existing or hereafter arising, and all other forms of industrial and intellectual property (in each case in any part of the world and whether or not registered or registrable and to the fullest extent and for the full period and all extensions and renewals thereof) and all related applications and registrations; including the right to bring or request legal proceedings to be brought under laws of unfair competition, passing off or false trade description.

**“INTERNET”** means the on-line global communications matrix which interconnects, either directly or indirectly using TCP/IP, individual computers (whether integrated with other technology or otherwise) and/or computer networks and any on-line telecommunications system or digital based service or any present or future systems performing a similar function.

**“KEY PERSONNEL”** means any board member or person holding an executive role or the equivalent in the LOC or any LOC functional area lead as defined by WORLD ATHLETICS.

**“LOC”** means the local organising committee identified on the front page of this AGREEMENT to undertake the practical organisation of the EVENT. For the purposes of Schedules and the EVENT GUIDE, the LOC will also refer to and bind the OM jointly.

**“LOGO”** means the official WORLD ATHLETICS emblem.

**“MAIN STADIUM”** has the meaning set out in the APPLICATION FORM.

**“MARKS”** means any and all present and future names, official mascots, titles, trophies, medals, logos, signs, marks, slogans and designations authorised and/or owned by WORLD ATHLETICS, whether or not registered or applied for or represented in whole or in part, and any other officially created forms of symbolism denoting or identifying WORLD ATHLETICS and/or the EVENT, including musical compositions and official posters.

**“MARKETING MATERIAL”** means advertising material, signage or other commercial branding or recognition in any manner on or in concession stands, advertising boards, gantries, scoreboards, videoboards, time clocks, measurement and timing equipment, in-field boards, banners (including those brought in by spectators), backdrops, seats or seatbacks, coolers, athletes number bibs, uniforms worn by staff athletes, coaches and officials, accreditations, tickets or fences or elsewhere inside, surrounding or in the airspace above the OFFICIAL VENUES.

**“MARKETING RIGHTS”** means any and all marketing, advertising, promotional, sponsorship, merchandising, licensing, hospitality, publication and any other commercial exploitation rights and opportunities now known or hereafter developed relating to the EVENT (excluding any MEDIA RIGHTS).

**“MEDIA AREAS”** means working media areas at the COMPETITION VENUE (the Media Centre; Media Tribune (Press Tribune and BROADCASTER commentary positions), Mixed Zones; Press Conference Room, Head-On Platform and Photo Positions).

**“MEDIA OPERATIONS”** means all operations regarding the written press, internet media, photographers, non-rights holders and remote press.

**“MEDIA RIGHTS”** means any and all broadcast or exhibition rights relating to the EVENT or any part thereof in all languages on a live, as-live and/or delayed basis, in all forms of audio, visual and/or audio-visual media now existing or hereafter developed in any media and by any means of transmission or delivery now existing or hereafter developed.



**“OFFICIAL PRINT MATERIAL”** means, including but not limited to, stationery, tickets, accreditation cards, flyers, banners, flags, invitations, menus, parking passes, programmes, posters, newsletters, magazines, bulletins, results booklets, manuals, forms, advertising and promotional material and any other print material and publications produced in connection with the EVENT.

**“OFFICIAL VENUES”** means the COMPETITION VENUE, official hotels and accommodation facilities, press, media and broadcast centres, accreditation and technical information centres, any EVENT related offices, athletes’ villages, any welcome desks, the location of any official functions and activities and any other areas under the control of or sanctioned by WORLD ATHLETICS and/or the OM or the LOC;

**“OM”** means the organising WORLD ATHLETICS Member Federation identified on the front page of this AGREEMENT.

**“PANDEMIC”** means a widespread national outbreak of communicable diseases as determined and recognised by the World Health Organisation, including COVID-19.

**“PARTICIPATING ATHLETES”** means the number of athletes designated by WORLD ATHLETICS who are entitled to receive financial support from WORLD ATHLETICS and/or the LOC.

**“PERFORMANCE BOND”** has the meaning set out in Clause 12.

**“PRE-QUALIFICATION FORM”** means the form submitted by the OM, outlining their responses to key application criteria in relation to hosting the EVENT.

**“PRESS”** means all media types accredited for the EVENT (excluding BROADCASTERS): the written press, internet media, photographers, non-rights holders and remote press.

**“PRIZE MONEY”** means any payment of cash and/or value in kind that are referred to in WORLD ATHLETICS RULES and paid subject to the procedure established by WORLD ATHLETICS’ Council.

**“PUBLIC AUTHORISATIONS”** means the authorisations to be provided by PUBLIC INSTITUTIONS to WORLD ATHLETICS in accordance with this AGREEMENT.

**“PUBLIC INSTITUTIONS”** means regional, local government and quasi-governmental authorities and institutions and government (including their successors) of the HOST COUNTRY.

**“TECHNICAL SUPPLIERS”** means all suppliers/sub-contractors appointed by the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS in relation to the TECHNICAL SYSTEM, the track, technical sports equipment and/or services or such other goods and services required to organise and stage the EVENT.

**“TECHNICAL SYSTEM”** means services relating to a timing/measurement and/or results and information service for the EVENT.

**“TERM”** means the period specified in Clause 2.1.

**“TERRITORY”** means the territory identified in the APPLICATION FORM.

**“TRAINING FACILITIES”** means the exclusive designated area(s) with all the necessary equipment and services for athletes and their support staff to prepare and train for competition.

**“VIK”** means value-in-kind products or services provided by WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS, WORLD ATHLETICS SUPPLIERS and/or EVENT SPONSORS to WORLD ATHLETICS, OM and LOC to support organising and staging the EVENT.

**“WA COMMERCIAL PARTNER”** means the commercial partner appointed by WORLD ATHLETICS and notified to the LOC who has been granted by WORLD ATHLETICS the exclusive right to exploit all

MARKETING RIGHTS worldwide and certain MEDIA RIGHTS relating to the EVENT. The WA COMMERCIAL PARTNER may in turn appoint an agent to provide certain services to it relating to the WA COMMERCIAL PARTNER's exercise or performance of its rights/obligations to WORLD ATHLETICS.

**"WADA"** means the World Anti-Doping Agency, Stock Exchange Tower, 800 Place Victoria (Suite 1700) PO Box 120 Montreal, Quebec, Canada H4Z 1B7.

**"WADA Code"** means the World Anti-Doping Code published by WADA a copy of which can be found at: <https://www.wada-ama.org/en/resources/the-code/world-anti-doping-code> (as amended from time to time).

**"WORLD ATHLETICS"** means the International Association of Athletics Federations 6-8, Quai Antoine 1er BP 359 MC 98007 Monaco Cedex.

**"WORLD ATHLETICS FACILITY CERTIFICATE 1"** means certification from WORLD ATHLETICS confirming that an athletics facility meets the necessary technical standards.

**"WORLD ATHLETICS FAMILY"** includes, but is not limited to: World Athletics Council Members, World Athletics Honorary Members, World Athletics Area Presidents and Area Representatives, International Athletic Foundation Council Members, International Officials, World Athletics Committee and Commission Members, World Athletics Meeting Directors, athletes participating in the EVENT and their coaches and representatives accredited by World Athletics, guests, representatives and employees of the COMMERCIAL AFFILIATES and TECHNICAL SUPPLIERS, accredited media, regional development centre directors, World Athletics staff, and the WA COMMERCIAL PARTNER'S guests, representatives and employees.

**"WORLD ATHLETICS PARTNER"** means any entity which is granted by the WA COMMERCIAL PARTNER (or any third party appointed by it) the most comprehensive package of MARKETING RIGHTS relating to WORLD ATHLETICS and the EVENT, including the right to use the designation "Official World Athletics Partner".

**"WORLD ATHLETICS RULES"** means any current or future rules and regulations of World Athletics, including operational policies, procedures and directives created by WORLD ATHLETICS (including the EVENT GUIDE) that set out operational information in relation to the delivery of the EVENT (as updated from time to time).

**"WORLD ATHLETICS SERIES" OR "WAS"** means WORLD ATHLETICS owned and/or controlled international athletics competitions sanctioned by WORLD ATHLETICS, consisting of the international athletics competitions as they are at the date of execution of this Agreement set out below:

- World Athletics Championships
- World Athletics Indoor Championships
- World Athletics U20 Championships
- World Athletics Relays
- World Athletics Road Running Championships
- World Athletics Cross Country Championships
- World Athletics Race Walking Team Championships,

or such other name as may be adopted by WORLD ATHLETICS to describe such events from time to time.

**"WORLD ATHLETICS SUPPLIER"** means any entity which is granted by the WA COMMERCIAL PARTNER (or any third party appointed by it) the third most comprehensive package of MARKETING RIGHTS

relating to WORLD ATHLETICS and the EVENT, including the right to use the designation “Official World Athletics Supplier”.

**“WORLD ATHLETICS SUPPORTER”** means any entity which is granted by the WA COMMERCIAL PARTNER (or any third party appointed by it) the second most comprehensive package of MARKETING RIGHTS relating to WORLD ATHLETICS and the EVENT, including the right to use the designation “Official World Athletics Supporter”.

- 1.2** References to Clauses, Paragraphs, Parts and Schedules are, unless otherwise stated, references to clauses, paragraphs, parts and schedules to this AGREEMENT.
- 1.3** Words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter and vice-versa. References to entities include individuals and incorporated and unincorporated bodies and associations and include reference to those entities, legal representatives, successors in title and assignees.
- 1.4** References to “include” or similar are to be construed without limitation, references to “days” mean actual days unless specified to be working days.
- 1.5** Headings are for convenience only and will not affect the interpretation of this AGREEMENT.
- 1.6** If there is a conflict between any of the provisions of this AGREEMENT and any of the Schedules and WORLD ATHLETICS RULES, unless otherwise expressly specified, the following order of precedence will apply:
  - 1.6.1** the terms of this AGREEMENT;
  - 1.6.2** the Schedules;
  - 1.6.3** the EVENT GUIDE (including any schedules to it);
  - 1.6.4** WORLD ATHLETICS RULES.

## **2. Commencement and Duration**

- 2.1** This AGREEMENT including the Schedules, the EVENT GUIDE as well as WORLD ATHLETICS RULES, which are now incorporated by reference in full into this AGREEMENT will come into legal force and effect and be binding on the parties from the EFFECTIVE DATE. This AGREEMENT will remain in force until it is either terminated in accordance with its terms, or, until twelve (12) months after the completion of the EVENT (the “TERM”).

## **3. Application Form**

- 3.1** The OM and the LOC acknowledge that any representations, undertakings, warranties, guarantees and promises, including the EVENT budget any undertakings by the relevant PUBLIC INSTITUTIONS the term sheet relating to the financial terms of the CATEGORY RELEASE AGREEMENT, given in the APPLICATION FORM submitted to WORLD ATHLETICS by the OM in connection with the application to organise and stage the EVENT, or provided verbally, will be binding obligations of the OM and the LOC and are incorporated into this AGREEMENT by reference and made a part of this AGREEMENT,

unless and except to the extent inconsistent with the terms of this AGREEMENT, in which case the provisions of this AGREEMENT will prevail.

**3.2** The OM and LOC will, if requested by WORLD ATHLETICS, within thirty (30) days of a request, provide written legally binding confirmation of any verbal representations, undertakings, warranties, guarantees, promises and proposals provided during the bidding process.

**3.3** The OM and the LOC represent that the EVENT GUARANTEES provided in the APPLICATION FORM will remain valid throughout the TERM and will not, or take any action to cause them to, be withdrawn, terminated or declared void. The OM and the LOC further represent that the relevant PUBLIC INSTITUTION of the HOST COUNTRY has authorised the OM to make the relevant EVENT GUARANTEES as part of the APPLICATION FORM and this AGREEMENT.

**3.4** Without prejudice to the terms of EVENT GUARANTEES, the OM and the LOC will:

**3.4.1** be jointly and severally liable to ensure the fulfilment of its obligations as set out in this AGREEMENT;

**3.4.2** be jointly and severally liable for all EVENT GUARANTEES given by the relevant PUBLIC INSTITUTION of the HOST COUNTRY and all acts of a PUBLIC INSTITUTION, which are either not obtained and/or delivered or which are not obtained and/or delivered in a timely manner or not to the extent necessary; and

**3.4.3** ensure all PUBLIC AUTHORISATIONS are obtained and remain valid throughout the TERM and will not withdraw, terminate or declare them void, or cause them to, be withdrawn, terminated or declared void.

#### **4. Appointment of the OM and the LOC**

**4.1** Subject to and in consideration of the OM and LOC's compliance with and fulfilment of the obligations under this AGREEMENT in a satisfactory manner, WORLD ATHLETICS:

**4.1.1** appoints the OM and LOC during the TERM, jointly and severally, to organise and stage the EVENT (on behalf of WORLD ATHLETICS) as further set out in this AGREEMENT;

**4.1.2** grants to the OM and LOC the rights and benefits set out in this AGREEMENT.

**4.2** The OM and the LOC acknowledge that despite their appointment as described in Clause 4.1 above, the EVENT will at all times continue to be owned and controlled by WORLD ATHLETICS.

**4.3** The OM and the LOC acknowledge that, except to the extent expressly granted in this AGREEMENT, they have no rights relating to the EVENT. All rights not expressly granted to the OM and the LOC in this Agreement will be reserved by WORLD ATHLETICS.

**4.4** Notwithstanding the foregoing, the OM and the LOC will be responsible for the selection, recruitment and operational management of local volunteers and local staff to work in connection with the EVENT, according to a volunteer program concept to be approved by WORLD ATHLETICS. They will provide a reasonable number of volunteers and staff to assist WORLD ATHLETICS and the

WA COMMERCIAL PARTNER at the OFFICIAL VENUES as required. Unless otherwise instructed by WORLD ATHLETICS, the LOC will implement and manage the EVENT staffing and volunteer programme and is responsible for all related equipment, facilities, personnel, costs, insurance, training and services to such volunteers and staff.

**4.5** WORLD ATHLETICS, OM and the LOC , their staff (including volunteers), COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS, sub-contractors and other service providers, will work together in the spirit of:

- 4.5.1** good faith, honesty and integrity;
- 4.5.2** mutual trust and respect;
- 4.5.3** openness and transparency;
- 4.5.4** collaboration and co-operation; and
- 4.5.5** resolving any issues arising amicably

in order to organise and stage the EVENT.

## **5. OM and LOC Obligations**

**5.1** Notwithstanding anything else contained in this AGREEMENT, the organisation and staging of the EVENT is the responsibility (including, for the avoidance of doubt responsibility for all costs and/or expenses directly related to and necessary for the organisation and staging of the EVENT, whether or not such costs and/or expenses are foreseen at the date of this AGREEMENT) of the OM and the LOC, and any obligations in connection with organisation and staging of the EVENT will rest with the OM and the LOC (except to the extent expressly stated otherwise in this Agreement).

**5.2** In accordance with Clause 3, the EVENT budget included in the APPLICATION FORM is incorporated into this AGREEMENT and, subject to this Clause 5.3. and 6.2, is accepted as being the agreed Event budget. All amounts stated in the EVENT budget are, unless stated otherwise, in United States Dollars (US\$) and remain fixed and are required to be paid in United States Dollars (US\$) at the time due for payment irrespective of any exchange rate fluctuations between the currency of the HOST COUNTRY and the United States Dollars (US\$). The OM and the LOC will seek the prior written approval of WORLD ATHLETICS and, where it impacts the MARKETING RIGHTS, the WA COMMERCIAL PARTNER, before approving any amendment or update to the EVENT budget.

**5.3** The OM and the LOC:

**5.3.1** will organise and stage the EVENT in an appropriate and dignified manner as an independent event and not in connection or associated with as, any other national or international major event (such as a trade show, exhibition or other sporting event); and

**5.3.2** will not use the EVENT to serve any purpose which may be in conflict with the interests of the EVENT, WORLD ATHLETICS or the sport of athletics.

- 5.4** The OM and the LOC each accept and undertake to fully comply with all of its rights and obligations in respect of the EVENT contemplated by this AGREEMENT and, in particular to organise and stage the EVENT:
- 5.4.1** Except to the extent expressly stated otherwise in this Agreement, at its own cost (whether or not foreseen at the date of this AGREEMENT) and risk;
  - 5.4.2** in accordance with the highest standards applicable to an elite international athletics event;
  - 5.4.3** in accordance with the terms and conditions of this AGREEMENT using the EVENT GUIDE to assist the OM and the LOC;
  - 5.4.4** in accordance with all APPLICABLE LAWS;
  - 5.4.5** in accordance with WORLD ATHLETICS RULES as amended from time to time, and other instructions given by WORLD ATHLETICS or the WA COMMERCIAL PARTNER in connection with the organisation and staging of the EVENT;
  - 5.4.6** by prohibiting any form of discrimination with regard to a country or a person on grounds of race, colour, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth, disability or other status including, without limitation, by operating in conformity with and promoting the principles of diversity, inclusion and gender equality in connection or associated with organising and staging the EVENT;
  - 5.4.7** by protecting and respecting human rights and ensuring any violation of human rights is remedied in a manner consistent with international agreements, APPLICABLE LAWS and in a manner consistent with all internationally recognised human rights standards and principles, including the United Nations Guiding Principles on Business and Human Rights;
  - 5.4.8** by refraining from any act involving fraud or corruption, in a manner consistent with any international agreements, laws and regulations and all internationally recognised anti-corruption standards, including by establishing and maintaining effective reporting and compliance;
  - 5.4.9** operating in conformity with, and promoting, internationally recognized standards of good governance;
  - 5.4.10** in accordance with all guidelines, policies, timeframes, directions and other instructions given by the ATHLETICS INTEGRITY UNIT and co-operate and provide all assistance reasonably required by the ATHLETICS INTEGRITY UNIT; and
  - 5.4.11** at all times in the best interest of WORLD ATHLETICS, the EVENT and the sport of athletics.
- 5.5** If pursuant to Clause 9.2, the LOC wish to appoint an EVENT SPONSOR then it will carry out a due diligence exercise encompassing all reasonable measures to determine whether the proposed EVENT SPONSOR presents any financial, ethical or reputational concerns including checking the potential EVENT SPONSOR against any applicable sanctions lists and identifying any actual or potential conflicts of interest.

- 5.6** In selecting suppliers, the OM and the LOC will ensure that a fair and competitive procurement process is carried out in accordance with APPLICABLE LAWS and to determine value for money, such process to include a due diligence exercise encompassing all reasonable measures to determine whether the proposed supplier presents any financial, ethical or reputational concerns, including checking against applicable sanctions lists and identifying any actual or potential conflicts of interest.
- 5.7** It is acknowledged and agreed that WORLD ATHLETICS may update the requirements in the Schedules and/or EVENT GUIDE from time to time upon reasonable written notice to account for changes in the requirements that may be reasonably required by WORLD ATHLETICS and provided that WORLD ATHLETICS will consider in good faith where appropriate the apportionment of any additional costs arising as a result of such updated requirements.

## **6. RECORDS AND REPORTING**

- 6.1** Without prejudice to the terms of this AGREEMENT, the OM and the LOC will without delay notify to WORLD ATHLETICS of any substantive matter which may prevent the OM and/or the LOC from complying with any of their obligations under this AGREEMENT.
- 6.2** The OM and the LOC will upon request:
- 6.2.1** provide WORLD ATHLETICS with regular updates and any such further information as may be requested with regards the status and progress of its plans for organising and staging the EVENT. Such updates will be in the form written reports and/or attending co-ordination meetings (including all FINANCIAL RECONCILIATION MEETINGS) as advised by WORLD ATHLETICS from time to time;
  - 6.2.2** provide, as advised by WORLD ATHLETICS from time to time, WORLD ATHLETICS with, subject to clause 5.3, an updated version of the EVENT budget contained in the APPLICATION FORM sent by the OM to WORLD ATHLETICS, and promptly provide WORLD ATHLETICS with, subject to clause 5.3, oral and/or updated EVENT budgets and written reports on the budget throughout the TERM; and
  - 6.2.3** present regular reports in writing and/or in person, on the preparations of the EVENT to WORLD ATHLETICS Council at such times and locations notified by WORLD ATHLETICS.
- 6.3** The OM and the LOC will keep accurate and complete books of account in relation to all financial transactions of the OM and the LOC. WORLD ATHLETICS will have the right, at its own expense, to audit (or appoint a third party to audit) at any time during the TERM and for a period of six (6) years thereafter the OM's and the LOC's books and accounts, in which case the OM and the LOC will provide WORLD ATHLETICS access to such books within ten (10) days of receipt of the written request from WORLD ATHLETICS.
- 6.4** Within six (6) months of the completion of the EVENT, the OM and the LOC will provide:
- 6.4.1** WORLD ATHLETICS for their written approval, with a final set of AUDITED ACCOUNTS and the associated financial report relating to the EVENT in respect of all transactions of whatever nature in connection with the EVENT;
  - 6.4.2** attend a final FINANCIAL RECONCILIATION MEETING where final balances owed after any deductions pursuant to Clauses 12.1 and/or 21.8 below between LOC and WORLD ATHLETICS will be

reconciled and, if applicable, the currency exchange rate between any different currencies involved. After the final FINANCIAL RECONCILIATION MEETING any final balance owed to between the LOC and WORLD ATHLETICS, will be paid within 30 days of receipt of a valid invoice submitted by the creditor party; and

**6.4.3** sums due to WORLD ATHLETICS from the LOC pursuant to Clause 6.4.2 may be deducted from the PERFORMANCE DEPOSIT held by WORLD ATHLETICS pursuant to Clause 12 below and/or deducted from any balances owed following the FINANCIAL RECONCILIATION MEETING pursuant to Clause 21.8.

**6.5** The OM and the LOC will submit to WORLD ATHLETICS for its prior written approval, any intended distribution of any surplus funds of the OM and the LOC generated in connection with the EVENT pursuant to the AUDITED ACCOUNTS under Clause 6.4 submitted to and approved by WORLD ATHLETICS.

## **7. FORMAT OF REPORTS**

**7.1** All reports submitted by the OM or the LOC under this AGREEMENT will, if requested, be in the structure identified and instructed by WORLD ATHLETICS, in English (and, if so requested, French) and include all documents and supplementary materials requested by WORLD ATHLETICS. WORLD ATHLETICS will have the opportunity to review each report prior to finalisation, and direct the OM or the LOC to amend as WORLD ATHLETICS sees appropriate and the OM and the LOC will promptly comply with any such directions. The OM and the LOC will not disclose any report to any third parties other than the WA COMMERCIAL PARTNER unless otherwise expressly agreed in writing by WORLD ATHLETICS save to the extent required by APPLICABLE LAW.

## **8. LOC**

**8.1** The LOC must be a legal entity established in accordance with the laws of the HOST COUNTRY and include, as members of the board of directors, (i) independent members (ii) members appointed by the OM: and, at the discretion of WORLD ATHLETICS, (iii) one representative of WORLD ATHLETICS as an observer.

**8.2** The LOC is appointed by the OM to assume responsibility for the organisation and staging of the EVENT in accordance with the terms and conditions of this AGREEMENT on the OM's behalf.

**8.3** Despite the appointment of the LOC, the OM will remain fully liable for all of its obligations in this AGREEMENT.

**8.4** The LOC must obtain the prior written approval of WORLD ATHLETICS to the appointment (excluding re-appointments) of any KEY PERSONNEL and any proposal to change any KEY PERSONNEL once appointed, such approval not to be unreasonably withheld or delayed. In addition, WORLD ATHLETICS will discuss with the LOC any proposal that a person who is KEY PERSONNEL should be reallocated responsibilities or removed from office and the LOC shall forthwith reallocate responsibilities or remove from office any person who is KEY PERSONNEL, if so requested by WORLD ATHLETICS with reasonable grounds following such discussions.

## **9. RESERVATION OF MARKETING RIGHTS AND MEDIA RIGHTS**



- 9.1** The OM and the LOC acknowledge that WORLD ATHLETICS owns exclusively on a world-wide basis all MARKETING RIGHTS relating to the EVENT and has granted the WA COMMERCIAL PARTNER the exclusive world-wide right to exploit certain MARKETING RIGHTS relating to the EVENT in any and all media now known or hereafter developed, including any and all rights relating to the following:
- 9.1.1** the right to use, and to sub-license the use of, the MARKS and EVENT LOOK in any manner;
  - 9.1.2** any advertising of any nature at the OFFICIAL VENUES;
  - 9.1.3** any concession, display, sampling, demonstration and selling rights at the OFFICIAL VENUES;
  - 9.1.4** any rights relating to the OFFICIAL PRINTED MATERIAL, including all advertising, product placement and sponsorship opportunities in the OFFICIAL PRINTED MATERIAL;
  - 9.1.5** all production, distribution and sale of any musical compositions for the EVENT;
  - 9.1.6** any commemorative coins, commemorative stamps and commemorative medals;
  - 9.1.7** any commercial functions/receptions and hospitality in relation to EVENT;
  - 9.1.8** association with official award ceremonies or trophies;
  - 9.1.9** production, distribution and sale of premiums and giveaways;
  - 9.1.10** any designations in all languages implying an association with the EVENT (including (official) “partner”, whether presenting, title or otherwise, “sponsor”, “supplier”, “broadcaster”, “product”, “licensee” and/or “supporter”);
  - 9.1.11** all merchandising and licensing rights relating to the EVENT;
  - 9.1.12** all sponsorship rights relating to the EVENT save for those specifically granted to the LOC pursuant to the provisions of Clause 9.2; and
  - 9.1.13** any other rights of a marketing or promotional nature.
- 9.2** The OM has signed the binding term sheet set out in the APPLICATION FORM relating to the financial terms of the CATEGORY RELEASE AGREEMENT. If the LOC wish to appoint EVENT SPONSORS, the LOC undertakes to enter into the CATEGORY RELEASE AGREEMENT based on the financial terms of such term sheet within three (3) months after having been provided with the draft of the CATEGORY RELEASE AGREEMENT by WORLD ATHLETICS (or third party appointed by WORLD ATHLETICS). Furthermore, the LOC and WORLD ATHLETICS may agree by way of the CATEGORY RELEASE AGREEMENT or a separate commercial agreement in the form previously negotiated with and approved by WORLD ATHLETICS on the grant of regional commercial hospitality and/or licensing rights. Such commercial agreement and the CATEGORY RELEASE AGREEMENT will be subject to WORLD ATHLETICS RULES, including those regulations relating to marketing, include a due diligence check as referenced at Clause 5.5.

**9.3** The OM and the LOC acknowledge that WORLD ATHLETICS owns exclusively on a world-wide basis all MEDIA RIGHTS relating to the EVENT and has granted third party licensees (including the WA COMMERCIAL PARTNER) the right to exploit certain MEDIA RIGHTS relating to the EVENT in any and all media now known or hereafter developed, including any and all rights relating to the following:

**9.3.1** the production and dissemination of any video (whether live, as live or non-live) audio and audio-visual signals of the EVENT anywhere in the world by any means, including television, INTERNET, radio, mobile networks and any other means now known or developed after the EFFECTIVE DATE;

**9.3.2** DIGITAL CONTENT;

**9.3.3** any intranet, closed circuit television network or radio channel set up in connection with EVENT;

**9.3.4** the production and exploitation of any highlights programme, magazine show, official film and/or videogram of the EVENT;

**9.3.5** the exploitation in any media of any archive or data material relating to the EVENT; and

**9.3.6** any other media-related rights and opportunities relating to the EVENTS that are or may become available.

**9.4** The OM and LOC will seek the prior written approval of WORLD ATHLETICS and the WA COMMERCIAL PARTNER before appointing a 'charity', 'non-profit' or 'non-governmental' organisations (i.e. organisations operating sectors commonly referred to as the third sector, voluntary sector, community sector or non-profit sector) in relation to the EVENT. For the avoidance of doubt, such appointment is subject to the terms and conditions of the CATEGORY RELEASE AGREEMENT and such a 'charity', 'non-profit' or 'non-governmental' organisation will be considered as one of the EVENT SPONSOR that is a public institution and will receive the rights of a public institution set out in Schedule 2 of this AGREEMENT.

**9.5** The OM and the LOC agree to fully support and co-operate with the WA COMMERCIAL PARTNER in any aspect of the exploitation of the MARKETING RIGHTS and MEDIA RIGHTS relating to the EVENT. To validly discharge WORLD ATHLETICS of its obligations towards the WA COMMERCIAL PARTNER and the COMMERCIAL AFFILIATES arising out of the respective agreements, the OM and the LOC undertake to comply with all obligations contained in Schedule 2 of this AGREEMENT and deliver the relevant services to the WA COMMERCIAL PARTNER and the COMMERCIAL AFFILIATES in accordance with this AGREEMENT, the EVENT GUIDE and WORLD ATHLETICS' directives.

## **10. REPRESENTATIONS AND WARRANTIES**

**10.1** In addition to the undertakings, representations and warranties set out elsewhere in this AGREEMENT, each of WORLD ATHLETICS, the OM and the LOC represents and warrants to the other parties that:

**10.1.1** it has the authority, right and power to enter into, and fully perform its obligations under this AGREEMENT;

**10.1.2** as applicable, it has the right to grant the licenses and authorisations in this AGREEMENT; and

**10.1.3** this AGREEMENT when executed and delivered will be a legal, valid and binding obligation enforceable against the parties in accordance with its terms.

**10.2** Further, the OM and the LOC represent and warrant to WORLD ATHLETICS that they will not enter into any agreement that could conflict with the terms of this AGREEMENT or adversely affect their ability to host the EVENT, and acknowledge and agree that any agreement or undertaking concluded by the OM or the LOC in connection with the EVENT which is in any way inconsistent with the terms of this AGREEMENT will not be binding between the parties of this AGREEMENT and neither will the LOC or OM invoke them in the course of executing this AGREEMENT, including in bringing any claims against WORLD ATHLETICS and the WA COMMERCIAL PARTNER .

## 11. INDEMNIFICATION

**11.1** The OM and the LOC will indemnify, defend and hold harmless WORLD ATHLETICS, the other rights holders as designated by WORLD ATHLETICS and accepted by the OM and/or the LOC and their respective officers, members (excluding the OM), directors, employees and other representatives from and against any damages, losses, claims, costs or expenses (including reasonable attorney's fees) which such parties may suffer or incur as a result of, or arising out of:

**11.1.1** any breach of this AGREEMENT by the OM and/or the LOC (including their directors, officers, representatives, employees, agents or contractors);

**11.1.2** any act or omission of the OM and/or the LOC in connection with the performance of their obligations and the exercise of their rights in this AGREEMENT;

**11.1.3** the termination of this AGREEMENT due to reasons referred to in Clause 19;

**11.1.4** suspension of performance of the obligations of the OM and/or the LOC pursuant to Clause 18.1 or termination of this AGREEMENT pursuant Clause 18.2;

**11.1.5** the organisation of the EVENT by the OM and/or the LOC.

Without limiting its rights hereunder, each of WORLD ATHLETICS and the other rights holders as designated by WORLD ATHLETICS and accepted by the OM and/or the LOC will have the right to employ its own counsel and assume its own counsel in connection with any action or proceeding to which the indemnification of this Clause would be applicable.

**11.2** The OM and the LOC undertake to waive to the maximum extent permitted by law any claims against officers, members (excluding the OM), directors, employees and other representatives of WORLD ATHLETICS and the other rights holders as designated by WORLD ATHLETICS and accepted by the OM and/or the LOC in their personal capacity for any damages, losses, costs or other expenses resulting from or arising out of the termination of this AGREEMENT and/or any act of omission in connection with the performance or non-performance of the obligations hereunder, FORCE MAJEURE EVENTS, or any breach of this AGREEMENT.

**11.3** The provisions of this Clause 11 survive termination or expiration of this AGREEMENT.

## 12. PERFORMANCE DEPOSIT

**12.1** The OM and LOC will, no later than thirty (30) days after the EFFECTIVE DATE deposit the sum of two hundred and fifty thousand dollars United States Dollars (US\$250,000) (the “PERFORMANCE DEPOSIT”) into a WORLD ATHLETICS bank account designated for this purpose, the details of which WORLD ATHLETICS will provide to the OM and LOC, upon terms that:

**12.1.1** the OM and LOC will not be entitled to be refunded any of the PERFORMANCE DEPOSIT at any time (or any remaining portion of the PERFORMANCE DEPOSIT as the case may be), until all of the OM’s and/or the LOC’s obligations under the AGREEMENT have been discharged and any disputes between the parties relating to the subject-matter of the AGREEMENT resolved. This provision will survive termination or expiry of this AGREEMENT;

**12.1.2** WORLD ATHLETICS may withdraw all or such part of the PERFORMANCE DEPOSIT as is referred to in this Clause 12, at any time upon notice to the OM and the LOC in the event that the OM and/or the LOC fails to comply with any of its obligations under the AGREEMENT, provided that:

**12.1.2.1** the OM and the LOC will first be given a reasonable period, not less than three (3) days, specified by WORLD ATHLETICS to remedy the failure (without prejudice to WORLD ATHLETICS’ other rights and remedies);

**12.1.2.2** where the OM or the LOC fails to remedy an obligation to provide a product, service or supply and where WORLD ATHLETICS is able to source and secure an alternative product, service or supply satisfactory to and in accordance with any specifications agreed by the parties, WORLD ATHLETICS will first seek to secure such alternative and arrange for the OM or the LOC to be charged directly by the third party supplier, but if that is not possible then WORLD ATHLETICS may incur the charge itself and the LOC will reimburse WORLD ATHLETICS for those costs;

**12.1.2.3** WORLD ATHLETICS will use its reasonable endeavours to secure any such alternative product, service or supply wherever possible at a competitive market rate and provide the OM or the LOC written evidence of the proposed cost; and

**12.1.2.4** WORLD ATHLETICS will not be entitled to withdraw any more of the PERFORMANCE DEPOSIT than WORLD ATHLETICS has paid or will be required to pay to secure such alternative product, service or supply, or to satisfy any outstanding payment obligations (including interest due), as applicable.

**12.1.3** WORLD ATHLETICS may also withdraw all or such part of the PERFORMANCE DEPOSIT at any time to compensate WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER for any claims or compensation that may be incurred by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER to a third party as a result of any failure by the LOC to comply with any obligations under this AGREEMENT.

**12.1.4** Pursuant to Clause 6.4 and this Clause 12, WORLD ATHLETICS may deduct any sums owed by the LOC to WORLD ATHLETICS from the PERFORMANCE DEPOSIT. Upon all of the OM’s and the LOC’s obligations under the AGREEMENT being discharged, including, for the avoidance doubt, any obligations that apply after the EVENT, and provided that any disputes between the parties are resolved and the final FINANCIAL RECONCILIATION is complete and agreed and any sums owed to

WORLD ATHLETICS by the LOC are agreed, WORLD ATHLETICS will return to the OM and LOC all or any remaining part of the PERFORMANCE DEPOSIT and any and all accrued interest.

**12.2** WORLD ATHLETICS’ right to withdraw all or part of the PERFORMANCE DEPOSIT in the circumstances set out in this Clause 12, will be without prejudice to WORLD ATHLETICS’ accrued rights as at the date of such withdrawal (including its right to recover all remaining losses, damages and expenses it may have incurred as a result of any failure by the OM or the LOC to comply with any of its obligations under this AGREEMENT).

### 13. INSURANCE

**13.1** The OM and the LOC are responsible for taking out and maintaining throughout the TERM the insurances as specified below to cover the organisation and management of the EVENT. The OM and the LOC will also take out any other insurance policies they consider necessary or that are compulsory by APPLICABLE LAW in the HOST COUNTRY.

#### Third Party Liability Insurance

**13.2** The OM and/or the LOC will take out a third party liability (also known as public or civil liability) policy to cover any claim it may incur in its capacity as organiser of the EVENT for third party personal injury and property damage, including its liability to all participants and attendees at the EVENT. The third party liability policy must include limits for professional liability and pure financial losses. The table below set outs the amount of third party liability insurance for each WAS event.

WAS	Third Party Liability – ‘claims made’ policy – not less than the amounts below	Third Party Liability – ‘on an occurrence’ policy – not less than the amounts below
World Athletics Championships	Twenty million US Dollars (US\$20,000,000)	Twelve million five hundred thousand US Dollars (US\$12,500,000)

The insurance will be valid for the whole period required to prepare, organise and dismantle the EVENT, up to and including the dissolution of the LOC. If the policy is on a ‘claims made’ basis, it must also have an extended reporting period of two (2) years with effect from the date of dissolution of the LOC. WORLD ATHLETICS and the other rights holders as designated by WORLD ATHLETICS will be named as additional insured under this policy.

#### Medical Care Costs Insurance

**13.3** The OM and/or the LOC will be responsible for effecting and maintaining appropriate insurance for any medical care that an accredited EVENT participant or attendee may require during the EVENT, irrespective of whether medical care is the result of the person’s participation in or attendance at the EVENT or his/her presence at or near the OFFICIAL VENUES, or otherwise. This policy will include coverage on a ‘...in addition to and by default...’, ‘... difference in condition...’ and ‘...difference in limit...’ basis. This cover is to be valid twenty-four (24) hours a day, seven (7) days a week only for visits to hospitals approved by the OM and the LOC or for consultations with doctors in the HOST CITY (where required).

#### Death, Disablement, Medical Assistance and Repatriation Insurance

**13.4** The OM and/or the LOC will take out and maintain during the EVENT suitable death, disablement and medical assistance and repatriation insurance for any participant or attendee accredited for the EVENT, irrespective of whether the occurrence is caused by the person's participation in or attendance at the EVENT or their presence at or near the OFFICIAL VENUES, or otherwise. This policy will include coverage on a '...in addition to and by default...', '... difference in condition...' and '...difference in limit...' basis. This cover is to be valid twenty four (24) hours a day, seven (7) days a week during such time as participant or attendee for the EVENT, and for not less than five (5) days before the opening ceremony and five (5) days following the closing ceremony. The sum insured in case of death or disablement will not be less than fifty thousand US Dollars (US\$50,000) (considered as a minimum) per capita. If the level of disablement is determined to be 60% or more, the sum insured will be paid in full. The medical assistance policy and repatriation will include the actual cost involved, with no limitation, to repatriate a sick or injured person; or the cost required to bring over a member of the victim's family where the victim is unable to travel. If death occurs, the policy will cover the cost of the coffin and transport of the corpse to the country of origin including transport to the address provided by the victim's family.

#### Property Damage & Contents Insurance

**13.5** The OM and/or the LOC will give particular attention to building insurance cover applying to the OFFICIAL VENUES and the building contents. The owners of these buildings may already have their own building insurance cover; in this case, care must be taken to see that the OM and the LOC are not liable for any risk. If so, the OM and/or the LOC will take out specific building insurance cover. If the buildings are not insured, the OM and/or the LOC must take out the appropriate building damage and building contents insurances.

**13.6** The OM and/or the LOC will secure and maintain, at its own expense, an insurance policy issued by a well-known and secure insurance company to cover any risks in respect of theft, loss or damage to the equipment and products supplied (including equipment and products where ownership is conveyed OM or the LOC for consumption or distribution during the EVENT) to WORLD ATHLETICS, the LOC and/or the OM by the COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS or other EVENT-related contractors and suppliers, which will cover all such products from the point that the OM or the LOC takes delivery and/or possession of such items (i.e. the port of entry for the HOST COUNTRY) and, in the case where ownership is not conveyed to the OM or the LOC and such equipment and products that have to be returned, until such time as they are returned to the possession of the owner (i.e. the port of exit for the HOST COUNTRY). WORLD ATHLETICS will provide and will arrange for, COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS or other EVENT-related contractors and suppliers to provide to the OM or the LOC, a list of value of equipment and products to be insured under this insurance policy.

#### Cancellation, postponement & abandonment Insurance

**13.7** The OM and/or the LOC will take out and maintain EVENT cancellation, postponement and abandonment insurance with a suitable sum insured to cover all risks of loss or damages, claims, legal actions, or decisions, costs and expenses, resulting from or in relation to the total or partial cancellation, postponement or abandonment of the EVENT (including additional expenses to avoid the cancellation). At the time of signature of this AGREEMENT the parties acknowledge that EVENT cancellation, postponement and abandonment insurance that inclusion for the PANDEMIC is unlikely to be an insurable risk and likely to be excluded from an EVENT cancellation, postponement and

abandonment insurance policy, as such cover of PANDEMIC risks is subject to the individual policy of the insurer and professional advice from appointed insurance brokers. This insurance will also:

**13.7.1** name WORLD ATHLETICS, the other rights holders as designated by WORLD ATHLETICS and the HOST BROADCASTER as insured;

**13.7.2** include a loss payee clause stipulating that the part of the insurance indemnity corresponding to the loss or losses suffered by WORLD ATHLETICS or HOST BROADCASTER and eventually other rights holders as additional insured and as designated by WORLD ATHLETICS, that has not already been paid will be paid directly by the insurance company to WORLD ATHLETICS and/or HOST BROADCASTER and other rights holders as additional insured.

**13.8** In order to agree on the amount to insure under this policy;

**13.8.1** WORLD ATHLETICS will provide and will arrange for, the HOST BROADCASTER, and, if appointed, other rights holders to provide, to the OM or the LOC the loss of revenue for each insured party; and

**13.8.2** the parties agree to meet no later than ten (10) months before the beginning of the EVENT to permanently settle the limit of the insurance policy. WORLD ATHLETICS' decision on the limit will be final and binding on all parties.

#### General Insurance Requirements

**13.9** The OM and/or the LOC will provide WORLD ATHLETICS with a copy of the above policies at least six (6) months prior to the EVENT. At the request of WORLD ATHLETICS, the OM and/or the LOC will also provide insurance certificates of all insurance policies within a period of not more than fourteen (14) days after the request.

**13.10** The insurer(s) to be selected by the OM and/or the LOC in relation to the above policies will be subject to WORLD ATHLETICS' approval.

**13.11** WORLD ATHLETICS reserve the right to secure and deploy their own insurance policies to complete any or all of the above, at the cost of the OM and/or the LOC if the OM and/or the LOC do not effect such insurance in accordance with the provisions of this Clause 13. Such costs shall be repaid on demand to WORLD ATHLETICS by the OM and/or the LOC in accordance with Clause 6.4.

**13.12** The OM and LOC undertake and warrant that they will not do or permit, or make any omission anything, or make any omission, that may affect the validity and/or compromise the applicability of any insurance coverage referred to in this AGREEMENT and will indemnify WORLD ATHLETICS and the other rights holders as designated by WORLD ATHLETICS fully in relation to any loss, damage, claims, expenses and liabilities arising from such acts or omissions.

**13.13** The OM and/or the LOC will not be terminate, waive or amend any such provision of the insurance policies entered into pursuant to Clause 13, unless agreed in writing by WORLD ATHLETICS.

#### **14. TAXES, EMPLOYEE OTHER MISCELLANEOUS COSTS & CLEARANCES, PERMITS, AUTHORISATIONS**

**14.1** Without prejudice to the commitments set out in the EVENT GUARANTEES and PUBLIC AUTHORISATIONS, the OM and the LOC will:

**14.1.1** bear any and all costs, fees, taxes, duties or other levies to be paid to the appropriate PUBLIC INSTITUTIONS which are imposed by statute, directives or any other APPLICABLE LAW on WORLD ATHLETICS, the WA COMMERCIAL PARTNER, the COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS or other EVENT-related contractors and suppliers in connection with the EVENT, including for the importation and exportation of products, services and equipment into the HOST COUNTRY, arrange for visas (including payment of visa fees) , as well as any airport taxes for the potential ACCREDITATION BADGE holders;

**14.1.2** ensure that the relevant PUBLIC INSTITUTIONS do not levy any income tax (whether local, regional or national) on any PRIZE MONEY;

**14.1.3** assist the COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS or other EVENT-related contractors and suppliers in connection with the importation, exportation, transportation, installation and customs clearance of the products, services and equipment to and from the HOST COUNTRY provided by the COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS or other EVENT-related contractors and suppliers to WORLD ATHLETICS, the OM, the LOC and the WA COMMERCIAL PARTNER in connection with the EVENT. For the avoidance of doubt, where applicable, the OM and the LOC will bear the costs of unloading, loading (including the costs of providing personnel and/or equipment to unload/load (i.e. all handling costs)) and transportation of such products, services and equipment from the port of entry to the final destination and on conclusion of the EVENT bear the costs of unloading, loading (including the costs of providing personnel and/or equipment to unload/load (i.e. all handling costs)) and transportation back from the final destination (i.e. which on the return journey will be the origin) to the port of exit. The ports of entry and exit will be designated by the OM and/or the LOC. For the avoidance of doubt, to ensure and facilitate the importation, exportation and transportation of such products, services and equipment the OM and/or the LOC will, at its own cost, appoint a freight forward/clearing agent to arrange the entry and exit of such products, services and equipment to and from the HOST COUNTRY. If a freight forwarder/clearing agent is not appointed then the OM and/or the LOC will pay any additional costs incurred by WORLD ATHLETICS, the WA COMMERCIAL PARTNER or the COMMERCIAL AFFILIATES, TECHNICAL SUPPLIERS or other EVENT-related contractors and suppliers in arranging the entry and exit of such products, services and equipment to and from the HOST COUNTRY;

**14.1.4** ensure and arrange that the HOST CITY will grant the WA COMMERCIAL PARTNER, the COMMERCIAL AFFILIATES all permits and authorisations necessary to sell and distribute any products, including licensed merchandise of the EVENT, at any locations in the HOST CITY as desired by the WA COMMERCIAL PARTNER;

**14.1.5** bear any and all local taxes on tickets, advertising and merchandising in connection with the EVENT;

**14.1.6** bear all commissions or charges applied by owners of the OFFICIAL VENUES on all sales at the OFFICIAL VENUES imposed on WORLD ATHLETICS, the WA COMMERCIAL PARTNER, COMMERCIAL AFFILIATES (to assist the OM and LOC WORLD ATHLETICS will provide a list of all sales activity planned at the OFFICIAL VENUES); and



**14.1.7** assist generally with obtaining the PUBLIC AUTHORISATIONS.

**14.2** The OM and LOC will be responsible for complying with and discharging all sums payable pursuant to the appointment and/or employment and/or contracting and/or termination of employment or contracting of persons engaged by the OM and LOC pursuant to this AGREEMENT or otherwise, including laws with respect to income and other tax, workers' compensation and pension contributions.

## **15. INTELLECTUAL PROPERTY RIGHTS**

**15.1** The OM and LOC will ensure that all INTELLECTUAL PROPERTY RIGHTS (including the MARKS, EVENT LOOK and medal moulds and/or dies) that may be created by an appointee and/or agent of the OM or the LOC that has a direct connection and/or association with the EVENT, will be the property of WORLD ATHLETICS and the OM and LOC will take all such steps as may be necessary in order to achieve such ownership of the MARKS, EVENT LOOK and medal designs in accordance with the EVENT GUIDE.

**15.2** WORLD ATHLETICS will have all rights, title and interest, including ownership of all INTELLECTUAL PROPERTY RIGHTS in and in relation to the EVENT. The OM and LOC will:

**15.2.1** assign to WORLD ATHLETICS with full title guarantee, all rights, title and interest, including ownership of all INTELLECTUAL PROPERTY RIGHTS (including the MARKS, EVENT LOOK and medal moulds and/or dies) in and in direct connection with the EVENT present and (to the extent permitted by law) future, and the OM and LOC will execute such documents and deeds, and do all matters, acts and things as WORLD ATHLETICS may at any time require properly to vest the INTELLECTUAL PROPERTY RIGHTS (including the MARKS, EVENT LOOK and medal moulds and/or dies) in WORLD ATHLETICS or its nominee absolutely as legal and beneficial owner or otherwise to perfect WORLD ATHLETICS' title to that; and

**15.2.2** arrange that any subcontractor of the OM or the LOC and any personnel of such subcontractor will (a) not acquire any right to use the MARK, LOGO, EVENT LOOK and medal mould/die or to associate itself, its products or services with WORLD ATHLETICS or the EVENT (whether prior to, during or after the EVENT) in any manner and (b) assign to WORLD ATHLETICS his/her/its rights, title and interest in and to the INTELLECTUAL PROPERTY RIGHTS (including the MARKS, EVENT LOOK and medal mould/die).

**15.2.3** not film or record at the EVENT without the prior written approval of WORLD ATHLETES.

**15.3** WORLD ATHLETICS grant the OM and the LOC the non-exclusive worldwide licence during the TERM to use the relevant INTELLECTUAL PROPERTY RIGHTS (including the MARKS, EVENT LOOK and medal design) in relation to the promotion of the EVENT, to the extent set out in and subject to the terms, conditions and restrictions of this AGREEMENT, specifically the EVENT GUIDE and, in respect of the MARKS, EVENT LOOK and medal design subject always to the assignment set out at Clause 15.2. For the avoidance of doubt, nothing in this AGREEMENT grants the OM or the LOC rights to use or in the LOGO.

**15.4** The OM and the LOC agree not to challenge WORLD ATHLETICS' rights and goodwill in and in relation to the MARKS, LOGO, EVENT LOOK and medal design. Neither the OM nor the LOC will, by virtue of

this AGREEMENT, obtain, or become entitled to claim, any right, title or interest in or to the MARKS, LOGO, EVENT LOOK or the medal design, except the rights of use specifically granted herein. All use of the MARKS, the EVENT LOOK or the medal design by the OM or the LOC will inure to the sole benefit of WORLD ATHLETICS.

**15.5** The OM and LOC grant to WORLD ATHLETICS and the WA COMMERCIAL PARTNER, a non-exclusive, worldwide, royalty-free licence to use and sub-licence all necessary OM, HOST CITY and LOC corporate branding and corporate logos as may be required for the purpose of advertising, marketing and promoting the EVENT in any medium during the TERM, and thereafter in perpetuity (in respect of non-commercial and historical uses).

**15.6** The OM and the LOC will obtain the authorisation to use, and to sub-license to WORLD ATHLETICS and the WA COMMERCIAL PARTNER the right to use, on a world-wide, royalty-free basis, the trademarks, copyrights and any other INTELLECTUAL PROPERTY RIGHTS relating to the COMPETITION VENUE.

**15.7** The OM and the LOC will ensure that either the name and/or logo of the OFFICIAL VENUES does not include the name, the official designation and/or the logos, emblems or marks of any commercial entity; or that the name and/or logo of the OFFICIAL VENUES can be temporarily changed to eliminate any reference to a commercial entity for all purposes relating to or arising as a result of the EVENT.

## 16. PERSONAL DATA

**16.1** In respect of any Personal Data (as defined in Data Protection Legislation) collected, processed or otherwise dealt with by on behalf of the OM and/or the LOC in relation to the EVENT, the OM and the LOC represents and warrants to WORLD ATHLETICS that the OM and/or the LOC will at all times comply with Schedule 4.

## 17. CONFIDENTIALITY & PUBLIC STATEMENTS

**17.1** The parties agree to use CONFIDENTIAL INFORMATION only for the purposes of this AGREEMENT and not to disclose the same to any third party without the prior written consent of the others, provided that nothing in this Clause 17 will prevent:

**17.1.1** a party from disclosing CONFIDENTIAL INFORMATION to its professional advisors who have a legitimate need to know the same, provided that such advisors are under a duty of confidentiality consistent with the terms of this Clause 17;

**17.1.2** a party from disclosing CONFIDENTIAL INFORMATION as required by an order or request or demand by a Court of competent jurisdiction or a duly authorised governmental representative, provided that the disclosing party will, to the extent reasonably practicable, advise the other in advance of such disclosure; or

**17.1.3** disclosure as necessary within WORLD ATHLETICS, the OM or the LOC as part of the reporting or review requirements connected with organising and staging the EVENT;

**17.1.4** disclosure is made to the WA COMMERCIAL PARTNER or its professional advisors, all of whom shall be bound to keep such CONFIDENTIAL INFORMATION confidential.

**17.2** The parties acknowledge that CONFIDENTIAL INFORMATION will not include any information that:

**17.2.1** is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the recipient in breach of this AGREEMENT;

**17.2.2** was available to the recipient on a non-confidential basis prior to disclosure by the disclosing party;

**17.2.3** was, is, or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not under any confidentiality obligation in respect of that information;

**17.2.4** was lawfully in the possession of the recipient before the information was disclosed by the disclosing party;

**17.2.5** is developed by or for the recipient independently of the information disclosed by the disclosing party; or

**17.2.6** are subject to disclosure in accordance with APPLICABLE LAW.

**17.3** The parties agree to do all things necessary to maintain and to arrange that their advisors, officers, agents, contractors or employees maintain secret and confidential all CONFIDENTIAL INFORMATION, subject to the remainder of this Clause 17.

**17.4** Upon expiration or termination of the AGREEMENT for whatever reason, each party will immediately return all received CONFIDENTIAL INFORMATION to the relevant disclosing party or, at the request of the disclosing party, certify in writing that all copies of such CONFIDENTIAL INFORMATION have been destroyed.

**17.5** The OM and LOC each agree that the timing and content of any public, official announcement, statement or press release that it wishes to make in relation to the EVENT or any subject-matter of this AGREEMENT must be approved by WORLD ATHLETICS in writing prior to the release. Nothing in this AGREEMENT will prevent or restrict WORLD ATHLETICS from making general announcements relating to the EVENT.

## **18. FORCE MAJEURE EVENTS, PANDEMICS AND RISK ASSESSMENTS**

**18.1** If a party is prevented or delayed in the performance of any of its obligations under the AGREEMENT by a FORCE MAJEURE EVENT, that party will promptly serve notice in writing on the other parties specifying the nature and extent of the circumstances giving rise to force majeure, and will, subject to service of such notice, have no liability in respect of the performance or non-performance of such of its obligations as are prevented by the FORCE MAJEURE EVENT during the continuation of such event (except in respect of any payment obligations, which will remain), and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations provided that the party giving such notice may

recommence the performance of its obligations under the AGREEMENT by giving a further notice in writing to the other parties to this effect.

**18.2** If, after giving notice pursuant to Clause 18.1 above, the OM and LOC are prevented or delayed in the performance of any of their obligations under this AGREEMENT due to the FORCE MAJEURE EVENT continues for a period of three (3) months or more the OM and LOC may on providing three (3) months written notice to WORLD ATHLETICS to terminate this AGREEMENT at the end of the three (3) month notice period.

**18.3** If:

**18.3.1** the FORCE MAJEURE EVENT notified by the OM and LOC pursuant to Clause 18.1 above continues for a period of three (3) months or more;

**18.3.2** on reasonable assessment by WORLD ATHLETICS, a FORCE MAJEURE EVENT causes or is likely to cause the organisation and staging of the EVENT to be impossible or impractical,

WORLD ATHLETICS will be entitled, at its discretion upon written notice to the OM and LOC: (i) to suspend the performance of all obligations under this AGREEMENT (including the organisation and staging of the EVENT (i.e. a postponement)); or (ii) to withdraw the EVENT from the HOST COUNTRY and to terminate this AGREEMENT with immediate effect.

#### **Pandemics**

**18.4** The OM and the LOC shall each comply with: (i) all APPLICABLE LAWS and requirements relating to PANDEMICS in the HOST COUNTRY; and (ii) all requirements, instructions and protocols relating to PANDEMICS implemented by WORLD ATHLETICS.

**18.5** All costs incurred by the OM or the LOC in complying with Clause 18.4 shall be borne solely by the OM or LOC (as applicable). Unless otherwise agreed in writing by WORLD ATHLETICS, WORLD ATHLETICS shall not be responsible for any costs in relation to the OM's or the LOC's compliance with Clause 18.4.

#### **Risk Assessments**

**18.6** WORLD ATHLETICS shall be entitled at any time during the TERM of this AGREEMENT to undertake risk assessments to assess the risks to WORLD ATHLETICS, the participants in and/or audience of the EVENT associated with staging and organising the EVENT in the HOST CITY and/or the HOST COUNTRY ("Risk Assessment"). Such Risk Assessment may include but not be limited to human rights, safety and security of participants and/or audience, integrity and corruption, air and water pollution, labour standards, litigation, sanctions etc.

**18.7** WORLD ATHLETICS shall notify the OM and the LOC in writing if WORLD ATHLETICS believes, on reasonable grounds, that the staging and organising of the EVENT in the HOST CITY and/or the HOST COUNTRY would result in significant harm to WORLD ATHLETICS, the participants in and/or audience of the EVENT due to the risks identified in the Risk Assessment.

**18.8** If the risks identified in the Risk Assessment persist for a period of one (1) month or more from the date of WORLD ATHLETICS' written notification in accordance with Clause 18.7, or, if in WORLD ATHLETICS' reasonable opinion, the risks identified in the Risk Assessment have not been mitigated,

WORLD ATHLETICS may terminate this AGREEMENT immediately by written notice to the OM and the LOC.

**18.9** WORLD ATHLETICS shall be entitled to exercise its rights under Clauses 18.6 to 18.8 notwithstanding and without prejudice to the outcomes of any risk assessments undertaken by WORLD ATHLETICS prior to the execution of this AGREEMENT relating to the risks associated with staging and organising the EVENT in the HOST CITY and/or the HOST COUNTRY.

## 19. TERMINATION

**19.1** WORLD ATHLETICS may terminate this AGREEMENT immediately by written notice to the OM and the LOC:

**19.1.1** if the OM and/or the LOC commits a material breach of its material obligations which is not capable of remedy;

**19.1.2** if the OM and/or the LOC commits a material breach of its material obligations and fails to remedy such breach within thirty (30) days after being called upon to do so by written notice. Such thirty (30) day period will be reduced to three (3) days if within fifty (50) days prior to, commencement of the EVENT and reduced to twenty-four (24) hours if during the EVENT;

**19.1.3** if the National Anti-Doping Organisation, as defined in the WADA Code, of the HOST COUNTRY is determined by either WADA or the Court of Arbitration of Sport to be non-compliant with the WADA Code;

**19.1.4** due to a FORCE MAJEURE EVENT in accordance with Clause 18.3;

**19.1.5** due to risks identified in a Risk Assessment in accordance with Clause 18.9;

**19.1.6** if WORLD ATHLETICS before the start of or during the EVENT has reasonable grounds to believe that the health and/or safety of the participants in and/or the audience of the EVENT would be seriously threatened or jeopardised;

**19.1.7** if the LOC fails to deposit the relevant PERFORMANCE DEPOSIT in accordance with Clause 12.1;

**19.1.8** if the EVENT GUARANTEES are at any time either not fulfilled or are withdrawn, terminated or declared void;

**19.1.9** if a material representation, undertaking, warranty, guarantee, promise or proposal given in the APPLICATION FORM either ceases to exist, substantially diminishes or, pursuant to Clause 3.2, is not provided;

**19.1.10** if the OM is suspended or expelled from WORLD ATHLETICS;

**19.1.11** if WORLD ATHLETICS believes on reasonable grounds that the OM and/or the LOC are unable to perform their obligations under this AGREEMENT because of fundamental changes occurring after

the execution of this AGREEMENT in the nature of the EVENT or the nature of the organisations which may affect the organisation and staging of the EVENT;

**19.1.12** if any representation, undertaking, warranty, guarantee, promises or proposal either, given in the APPLICATION FORM, or, pursuant to Clause 3.2 was misleading, false or fraudulent; or

**19.1.13** if the OM or LOC ceases or threatens to cease to exist.

**19.2** Termination of this AGREEMENT will be without prejudice to any existing rights and/or claims that WORLD ATHLETICS may have against the OM and/or the LOC and will not relieve the OM and/or the LOC from fulfilling the obligations accrued prior to such termination or which survive termination.

**19.3** Upon the expiration or earlier termination of this AGREEMENT:

**19.3.1** all rights granted to OM and/or the LOC will automatically terminate and revert to WORLD ATHLETICS and the OM and the LOC will immediately cease to use any of the rights granted herein, including the right to use the MARKS and EVENT LOOK;

**19.3.2** WORLD ATHLETICS will be entitled to deduct any costs, claims, expenses or compensation which may be incurred by WORLD ATHLETICS as a result of the termination of this AGREEMENT from the PERFORMANCE DEPOSIT; and

**19.3.3** the following provisions will survive the expiration or termination of this AGREEMENT:

- i. Clauses 6.4, 11, 12, 13, 14, 15.2 – 15.4, 16, 17, 18, 19.3, 20, 21; and
- ii. any other terms (including those expressed in the Schedules) expressed or intended to survive termination or to subsist in perpetuity.

## 20. KNOWLEDGE MANAGEMENT & TRANSFER

**20.1** Upon termination for any reason or expiry of this AGREEMENT, the OM and the LOC will take all steps necessary or requested by WORLD ATHLETICS to assist WORLD ATHLETICS in the smooth and effective transferring of the responsibility for the organisation and staging of the EVENT if held elsewhere, the next edition of WORLD ATHLETICS Championships or parts of the next edition of WORLD ATHLETICS Championships, and participate in any knowledge management and transfer programme as detailed in Schedule 1 and/or the EVENT GUIDE.

**20.2** The OM and LOC acknowledge the importance of sharing, free of charge, the data, knowledge, information and expertise gained in relation to the planning, organising and staging of the EVENT with other persons and entities as designated by WORLD ATHLETICS, including representatives of subsequent hosts. Without prejudice to the requirements set out at Schedule 1, the OM and the LOC will take all necessary steps to help WORLD ATHLETICS complete a comprehensive record of the EVENT and to transfer knowledge obtained via the planning, organising and holding of the EVENT to WORLD ATHLETICS, to share with future hosting entities.

**20.3** The OM and LOC will work with WORLD ATHLETICS Heritage department to agree and, provide all assistance as required to compile, an iconic list of EVENT related items, branded and unbranded,

such as, but not limited to documents, photographs, ephemera and memorabilia, to ensure that a physical historical record of the EVENT is preserved for future generations. This collection of items will be given free of charge and free of any rights, restrictions or legal charges to WORLD ATHLETICS for its storage, use and display as part of a WORLD ATHLETICS collection, exhibition, museum or any other activity or project which promotes the sport of athletics.

## 21. MISCELLANEOUS

- 21.1** Assignment: Neither the OM nor the LOC may assign, sub-license or otherwise transfer any of its rights and obligations hereunder, unless otherwise specifically approved in this AGREEMENT. Any attempted assignment will be null and void and constitute a material breach of this AGREEMENT. WORLD ATHLETICS will be entitled to assign and/or transfer any of their rights or obligations hereunder, and to delegate the performance of their obligations hereunder, to any third party.
- 21.2** Relationship of the parties: This AGREEMENT does not constitute any party the agent of the others or create a partnership, joint venture or similar relationship between the parties, and none of the parties will have the power to obligate or bind any of the other parties in any manner whatsoever. For the purposes of this AGREEMENT, the parties are in all respects independent contractors.
- 21.3** Waiver: Any waiver by any party of a right arising out of this AGREEMENT or any breach of this AGREEMENT will be in writing and will not operate as, or be construed to be, a waiver of any other right arising out of such breach of this AGREEMENT or out of this AGREEMENT. Failure by any party to insist upon strict adherence to any provision of this AGREEMENT on one or more occasions will not be considered a waiver of or deprive such party of the right to insist subsequently upon strict adherence to, that provision or any other provision of this AGREEMENT.
- 21.4** Integration and severability: This AGREEMENT may not be altered, amended or modified except in writing signed by a duly authorised representative of the parties of this AGREEMENT. In the event of an individual provision of this AGREEMENT being void, invalid or unenforceable, the validity of the remainder of this AGREEMENT will not be affected and this AGREEMENT will remain in full force and effect in so far as its primary purpose is not frustrated. In such case, this AGREEMENT will be construed as if such unenforceable provision had not been contained in this AGREEMENT and the parties will negotiate in good faith to replace such unenforceable provision by such enforceable provision as has effect nearest to that of the provision being replaced.
- 21.5** Notices: All notices to be given under this AGREEMENT will be given in writing to the addresses of the respective parties set out at the beginning marked:
- 21.5.1** in the case of WORLD ATHLETICS for the attention of the Director of Legal & Business Affairs;
- 21.5.2** in the case of the OM for the attention of the Director of International Affairs Business Development Department;
- 21.5.3** in the case of the LOC for the attention of the Director of General Affairs and Planning Division, General Affairs and Planning Bureau
- unless notification of a change of address is given in writing. Any notice will be sent by registered mail and will be effective upon receipt. Notices will not be accepted by email or fax.

- 21.6** Entire Agreement: This AGREEMENT, together with all documents expressly incorporated by reference in this AGREEMENT, are intended to be the sole and complete statement of the rights and obligations as to its subject matter and supersedes all previous oral or written agreements relating to the subject matter of this AGREEMENT between WORLD ATHLETICS on the one side and the OM and the LOC on the other side.
- 21.7** Representations: This Agreement supersedes all previous oral and written representations, undertakings, warranties, guarantees, promises, understandings, negotiations, and proposals relating to its subject matter except to the extent of those referred to in Clauses 3.1 and 3.2, which, for the avoidance of doubt, are incorporated by reference herein and made a part hereof. Nothing in this Clause 21.7 will exclude liability for any representation made fraudulently.
- 21.8** Deductions: Without prejudice to any other right or remedy in this AGREEMENT, if any sum of money is recoverable from or payable under the AGREEMENT (including any sum which the either party is liable to pay to the other in respect of any breach of the AGREEMENT) by the OM and/or the LOC on the one hand and WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER on the other hand, that sum may be deducted unilaterally by the party who is owed the sum ('the Owed Party) from any sum then due, or which may come due, by the Owed party to the other party ('the Owing Party') under the AGREEMENT or under any other agreement or contract between the parties.
- 21.9** No third-party rights: A person who is not a party to this AGREEMENT will have no right to enforce any term under it, except for the WA COMMERCIAL PARTNER.
- 21.10** Signatures & Counterparts: The parties acknowledge and accept that the fully executed signature page of a counterpart of this AGREEMENT by email (in PDF, JPEG or other format) shall take effect as the transmission of an executed "wet-ink" counterpart of this AGREEMENT. The parties understand that if this method of transmission is adopted, without prejudice to the validity of the AGREEMENT made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart. No counterpart shall be effective until each party has delivered to the other at least one executed counterpart. The parties further agree that this AGREEMENT may be validly executed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the relevant party's intention to be bound by this AGREEMENT as if signed by manuscript signature. For the avoidance of doubt, the parties confirm that they do not require an exchange of the original signatures from all parties to the AGREEMENT for validity or for their records.
- 21.11** Arbitration: Subject to Clause 21.12 below, all disputes arising out of, or in connection with, this AGREEMENT, including any disputes as to its subject matter, formation, conclusion, binding effect, validity, interpretation, amendment and termination (including non-contractual disputes and claims), will be resolved, to the exclusion of the ordinary courts, by a three-person arbitral tribunal in accordance with the Rules of Arbitration of the International Chamber of Commerce as amended from time to time. The place of arbitration will be Monaco. The arbitration proceedings will be conducted in English. The decision of the arbitral tribunal will be final and binding on the parties.
- 21.12** Injunctive Relief: Nothing in Clause 21.11 above limits the right of a party to bring proceedings for injunctive relief in any other court of competent jurisdiction to the extent the same is necessary to protect the legitimate interests of such party, and the bringing or continuing of such proceedings



in any one or more jurisdictions shall not preclude the bringing of such proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

**21.13** Governing Law: This AGREEMENT and all disputes arising out of, or in connection with, including any dispute as to its subject matter, formation, conclusion, binding effect, validity, interpretation, amendment and termination (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of Monaco.

**IN WITNESS** whereof, the parties have executed this AGREEMENT in three copies by their duly authorised representatives on the day and year first written at the beginning.

WORLD ATHLETICS

Name:  
Sebastian Coe

Title:  
President

Signature:

ORGANISING MEMBER

Name:  
Mitsugi Ogata

Title:  
President

Signature:

LOC

Name:  
Mitsugi Ogata

Title:  
President

Signature:

# SCHEDULE 1 - OPERATIONAL REQUIREMENTS

## PART 1 – EVENT PLANNING

### 1. Site Visits and Plans

- 1.1** The LOC will arrange the necessary Site Visits for WORLD ATHLETICS, the HOST BROADCASTER, the WA COMMERCIAL PARTNER, the COMPETITION DELEGATES, the TECHNICAL SUPPLIERS and/or any official body formed by WORLD ATHLETICS in order to evaluate the progress of the organisation and staging of the EVENT.
- 1.2** The LOC will co-ordinate and/or arrange and is responsible for all allocated costs relating to accommodation, meals and international travel in accordance with the Indicative Accommodation & Meals Table and the International Travel Table below, as well as all costs related to national transportation within the HOST COUNTRY and any meeting rooms and equipment, per Site Visits prior to the EVENT.
- 1.3** The LOC will provide WORLD ATHLETICS with such technical plans in relation to the MAIN STADIUM, TRAINING FACILITIES, WARM-UP AREAS and any other Official Venues, thirty six (36) months before the commencement of the EVENT, and as requested by WORLD ATHLETICS.

## PART 2 – LOGISTICS

### 1. Official Venues

- 1.1** The LOC will provide and operate state-of-the-art Official Venue facilities (consistent with the STANDARD) for the EVENT, including:
  - 1.1.1** the MAIN STADIUM (holding a valid WORLD ATHLETICS FACILITY CERTIFICATE 1);
  - 1.1.2** the COMPETITION VENUES (with appropriate fencing and barriers);
  - 1.1.3** the TRAINING FACILITIES (which will be separate from the MAIN STADIUM);
  - 1.1.4** the WARM-UP AREAS (which will be within easy walking distance from the MAIN STADIUM) and will include a separate area for long throws; and
  - 1.1.5** a number of technical areas, office facilities, functional areas and rooms at the Official Venues in accordance with the Event Guide.
- 1.2** All areas in the Official Venues will be equipped with all appropriate FACILITIES AND UTILITIES and personnel necessary to organise and stage the EVENT to the standard required by WORLD ATHLETICS in accordance with the Event Guide.

### 2. Transportation and Travel (Domestic and International)

#### Local Transport

- 2.1** The LOC will provide a transportation system for the EVENT (including for a reasonable period before and after the EVENT and Site Visits), subject to WORLD ATHLETICS' prior written approval. Such transportation system will include, but is not limited to:
- 2.1.1** the provision of transportation services for all accredited persons to and from the designated ports of entry to the official accommodation for arrivals and departures, and to and from the official accommodation to the COMPETITION VENUE and other OFFICIAL VENUES in accordance with Parts 22 and 23 of the Event Guide; and
  - 2.1.2** the provision of between 100-200 high quality vehicles (i.e. a pool of cars and vans) (unless provided as value in kind by a COMMERCIAL AFFILIATES) and a sufficient number of buses located at the official accommodation for use by all accredited persons and the WA COMMERCIAL PARTNER'S representatives including VIP and VVIP representatives and guests of the WA COMMERCIAL PARTNER. The nature and extent of such pool car services will be subject to the prior written approval of WORLD ATHLETICS and the WA COMMERCIAL PARTNER.

### International Travel

- 2.2** The LOC will arrange and/or co-ordinate and is responsible for all allocated costs relating to international travel in accordance with the International Travel Table below for the EVENT and Site Visits. For the avoidance of doubt, in the event of no Congress taking place, a Congress Delegate may be replaced with a representative of that WORLD ATHLETICS Member Federation.
- 2.3** The LOC will reimburse WORLD ATHLETICS for all international travel costs arranged by WORLD ATHLETICS and/or its Member Federations, but payable by the LOC, as part of a reconciliation process carried out after the EVENT. For the avoidance of doubt, this reimbursement will include the following: for Competition Delegates (attending Site Visits and/or the EVENT) economy class aeroplane tickets if two thousand five hundred kilometres (2500km) or less and business class if two thousand five hundred and one kilometres (2501km) or more and, if a Council / Executive Board Meeting is hosted at the Event, business class aeroplane tickets for Council Members / Executive Board Members or alternatively economy class aeroplane tickets for Council Members / Executive Board Members and one accompanying person each, if they elect to bring an accompanying person.
- 2.4** It is acknowledged that the participating teams at the EVENT will be solely responsible for any travel costs of persons not covered by WORLD ATHLETICS and/or the LOC as described in this Schedule.

## 2.5 International Travel Table

Client Group	Site Visit / Event	Booking made by	To be paid by	Economy / Business
World Athletics Staff	Site Visit	World Athletics	World Athletics	
	Event			
World Athletics Family	Event	WA / Self-Payer	WA / Self-Payer	
Competition Delegates	Site Visit	World Athletics	LOC	See Schedule 1, Para. 2.3
	Event			
WA COMMERCIAL PARTNER	Site Visit	Self-Payer	Self-Payer	
	Event			
World Athletics Sponsors / Partners	Event	Self-Payer	Self-Payer	
All Participating Athletes	Event	World Athletics	LOC	Economy
Non-Participating Athletes & Team Officials	TL Site Visit	Self-Payer	Self-Payer	
	Event			
World Athletics Congress Delegates – 1 <sup>st</sup> Delegate	Event	WA / Self-Payer	LOC	Economy
World Athletics Congress Delegates – 2 <sup>nd</sup> & 3 <sup>rd</sup> Delegate	Event	WA / Self-Payer	Self-Payer	
World Athletics Council Members / Executive Board Members	Event	World Athletics	LOC	See Schedule 1, Para. 2.3
Host Broadcaster	WBM	Self-Payer	Self-Payer	
	Site Visit			
	Event			
Media	Event	Self-Payer	Self-Payer	
Broadcaster	Event	Self-Payer	Self-Payer	
Technical Suppliers: Results	Site Visit	Self-Payer	Self-Payer	
	Event			
Technical Suppliers: Timing	Site Visit	Self-Payer	Self-Payer	
	Event			
Technical Suppliers: TF Equipment	Site Visit	Self-Payer	Self-Payer	
	Event			
Technical Suppliers: Research	Event	Self-Payer	Self-Payer	
Service Provider: Accreditation	Site Visit	Self-Payer	Self-Payer	
	Event			
Service Provider: Event Presentation	Site Visit	Self-Payer	Self-Payer	
	Event			
Service Provider: Video Officiating Replay System	Event	Self-Payer	Self-Payer	
Service Provider: Athlete Tracking	Event	Self-Payer	Self-Payer	
Service Provider: Augmented Reality	Event	Self-Payer	Self-Payer	
Service Provider: Website & Web CIS	Event	Self-Payer	Self-Payer	

### 3. Accommodation and Meals

**3.1** The LOC will co-ordinate and/or arrange and is responsible for all allocated costs relating to accommodation and meals in accordance with the Indicative Accommodation & Meals Table below for the EVENT and Site Visits. All Competition Delegates will receive a meal allowance covering lunch and dinner, the amount will be defined by WORLD ATHLETICS, and the total cost will be deducted from the PERFORMANCE DEPOSIT at the end of the EVENT. For the avoidance of doubt, in the event of no Congress taking place, a Congress Delegate may be replaced with a representative of that WORLD ATHLETICS Member Federation.

The figures provided in the aforementioned Table below are indicative and the final figures will be discussed and agreed with the LOC at a later stage.

**3.2** The LOC will ensure that any agreement with any hotel to be used in relation to the EVENT will incorporate a set of standard operative terms as notified by WORLD ATHLETICS and the WA COMMERCIAL PARTNER and will be subject to written approval of WORLD ATHLETICS and the WA COMMERCIAL PARTNER. All such agreements must set out the room rate (which must be at the same rates, including all taxes, deposits, payment terms etc. as set out and agreed in the APPLICATION FORM). For the avoidance of doubt, the LOC will be responsible for any increase in the costs of room rates from that set out in the APPLICATION FORM.

**3.3** If the LOC is unable to find satisfactory accommodation (in the opinion of WORLD ATHLETICS), WORLD ATHLETICS may secure its own accommodation in accordance with the specifications set out in the Indicative Accommodation & Meals Table and the LOC will be responsible for all allocated costs. In the event that this is not paid directly by the LOC, WORLD ATHLETICS may be entitled to deduct such amount from the PERFORMANCE DEPOSIT.

### 3.4 Indicative Accommodation & Meals Table

Client Group	Type of Event	Who pays?	Meals	Type of room		Total number of Beds	Indicative number of nights	Number of SV (if applicable)	Hotel Standard
				Single	Double / Twin				
World Athletics Staff*	Site Visit	Self-Payer / WA	Breakfast	20	-	20	2	4	**** (4)
	Event			65	-	65	19		**** (4)
World Athletics Family	Event	Self-Payer	Breakfast	200	150	500	12		**** (4)
Competition Delegates	Site Visit	LOC	Breakfast, Lunch, Dinner	9	-	9	2	3	**** (4)
	Event			45	-	45	12		
WA COMMERCIAL PARTNER*	Workshop	Self-Payer	Breakfast	10	-	10	4	2	**** (4)
	Site Visit			6	-	6	2		**** (4)
	Event			30	-	30	14		**** (4) or ***** (5)
World Athletics Sponsors / Partners*	Workshop	Self-Payer	Breakfast	30	-	30	3	2	**** (4)
	Event			270	-	270	14		**** (4) or ***** (5)
All Participating Athletes	Event	LOC	Breakfast, Lunch, Dinner	-	900	1800	13		*** (3)
Non Participating Athletes & Team Officials	TL Site Event	Self-Payer	Breakfast, Lunch, Dinner	60	10	80	2	1	*** (3)
	Event			450	500	1450	13		*** (3)
World Athletics Congress Delegates – 1 <sup>st</sup> Delegate	Event	LOC	Breakfast, Lunch, Dinner	150	35	220	15		**** (4)
World Athletics Congress Delegates – 2 <sup>nd</sup> & 3 <sup>rd</sup> Delegate		Self-Payer		70	35	140	15	**** (4)	
World Athletics Council Members / Executive Board Members	Event	LOC	Breakfast, Lunch, Dinner	26	0	26	15		**** (4)
Host Broadcasters**	WBM	Self-Payer	Breakfast	10	0	10	5		*** (3)
	Site Visit	LOC	Breakfast, Lunch, Dinner	4	0	4	4	4	**** (4)
	Event			400	0	400	15		*** (3)
Media	Event	Self-Payer	Breakfast	400	100	600	12		*** (3) & **** (4)
Broadcasters	Event	Self-Payer	Breakfast	550	75	700	18		*** (3) & **** (4)
Technical Suppliers: Results	Site Visit	LOC	Breakfast, Lunch, Dinner	2	-	2	3	2	*** (3)
	Event			27	8	43	16		*** (3)
Technical Suppliers: Signage	Site Visit	Self-Payer	Breakfast	2	-	2	2	1	*** (3)
	Event			12	-	12	5		
Technical Suppliers: Timing	Site Visit	LOC	Breakfast, Lunch, Dinner	2	-	2	2	2	*** (3)
	Event			18	26	70	21		*** (3)
Technical Suppliers: Track & Field Equipment	Site Visit	LOC	Breakfast, Lunch, Dinner	2	-	2	2	2	*** (3)
	Event			2	-	2	12		*** (3)
Technical Suppliers: Research	Event	Self-Payer / WA	Breakfast	2	-	2	5		*** (3) or **** (4)
Service Provider: Accreditation	Site Visit	LOC	Breakfast, Lunch, Dinner	2	-	2	2		
	Event			15	-	15	20		*** (P)
Service Provider: Event Presentation	Site Visit	LOC	Breakfast, Lunch, Dinner	3	-	3	2	2	*** (3)
	Event			80	-	80	16		*** (3)
Service Provider: Video Officiating Replay System	Event	LOC	Breakfast, Lunch, Dinner	3	-	3	14		*** (3)
Service Provider: Athlete Tracking (AV)	Event	Self-Payer	Breakfast, Lunch, Dinner	8	-	8	16		*** (3)
Service Provider: Augmented Reality (Stype)	Event	Self-Payer	Breakfast, Lunch, Dinner	1	-	1	16		*** (3)
Service Provider: Website & Web CIS (Haymarket)	Event	Self-Payer	Breakfast, Lunch, Dinner	4	-	4	13		*** (3)

\*Benefit from the \$150 (subsidised) Rate (13 nights)

\*\* Accommodation costs are included in the Host Broadcasting Fee

**3.5 All Participating Athletes:** The LOC will reserve twin rooms (i.e. two (2) people sharing) unless otherwise confirmed by WORLD ATHLETICS for up to a maximum of thirteen (13) nights for the EVENT. The food to be provided is to be approved by WORLD ATHLETICS and should be of an appropriate quality and will depend on the size and structure of the athletes' hotel(s). A variety of meals will be made available to all athletes (it being acknowledged that athletes regularly and often

eat outside of traditional meal times) and menus must be approved by WORLD ATHLETICS and bottled water available to all teams and the athletes' hotel(s). It is important that drinks machines (including bottled water) and ice machines are provided at strategic points in the hotel.

- 3.6** All non-participating athletes and officials: The LOC will reserve rooms and share the applicable cancellation policy for non-participating athletes and a limited number of officials (55% of the number of athletes in the team) for up to a maximum of thirteen (13) nights for the EVENT and will charge the rates agreed in the APPLICATION FORM per person per night in a twin room (i.e. two (2) people sharing) for accommodation and all meals. Any rooms still available after allocation to Participating Athletes, non-participating athletes and the limited number of officials, may be sold to extra team officials. All payments will be settled on site together with any additional extra cost owed to the LOC during the administrative procedure.
- 3.7** The LOC acknowledges that the participating teams at the EVENT will be solely responsible for any accommodation costs of persons not covered by the LOC or WORLD ATHLETICS.
- 3.8** WORLD ATHLETICS FAMILY Members who benefit from a subsidised rate: The LOC will provide "bed and breakfast" accommodation in a single room for the following members of the WORLD ATHLETICS FAMILY and may charge WORLD ATHLETICS a maximum of one hundred and fifty US Dollars (US\$150) (this sum will include all taxes) per person per night for such accommodation:

- WORLD ATHLETICS Council Members and Honorary Members;
- WORLD ATHLETICS Staff;
- WORLD ATHLETICS Commission Members attending WORLD ATHLETICS' Commission Meetings during the EVENT;
- WA COMMERCIAL PARTNER representatives (maximum of fifteen (15) representatives); and
- World Athletics Sponsor representatives (maximum of five (5) representatives each).

The rate of one hundred and fifty US Dollars (US\$150) or less will apply for a period of thirteen (13) nights, save for WORLD ATHLETICS staff which will be unlimited. As indicated in the APPLICATION FORM, the additional cost between a double/twin room and a single room should not be higher than the cost of the additional breakfast.

- 3.9** all remaining members of the WORLD ATHLETICS FAMILY will be charged the standard rate set out in the APPLICATION FORM.
- 3.10** For the avoidance of doubt, where breakfast, lunch and dinner are to be provided by the LOC (at the EVENT and/or Site Visits) for a particular client group as per the Indicative Accommodation & Meals Table, different options may be used to cater for those meals with at least a warm food option for dinner (including meals at the hotel/COMPETITION VENUE, lunch boxes, vouchers or meal allowance scheme) and the selected option will be subject to the prior written approval of WORLD ATHLETICS and the WA COMMERCIAL PARTNER.

- 3.11** The LOC acknowledges that despite anything contained in this AGREEMENT, its obligations in relation to the quantity of rooms and duration of stay may change for the EVENT and/or Site Visits (as



deemed necessary by WORLD ATHLETICS to ensure the successful delivery of the EVENT) and that the LOC will be solely responsible for any additional costs incurred as a result of such changes.

**3.12** For the avoidance of doubt, in the case of any room cancellations or no shows by Participating Athletes, non-participating athletes and/or Team Officials, the LOC will be responsible for all accommodation costs for up to a maximum of two such persons per Member Federation wherein there is a cancellation or no show that occurs after the final entries' deadline.

## 4. Accreditation

### Accreditation System

**4.1** The LOC will contribute a lump sum of one hundred and twenty five thousand US Dollars (US\$125,000) ('the Accreditation Fee') towards WORLD ATHLETICS' costs for the accreditation system payable in the following instalments:

- 50% of the Accreditation Fee 1 Year before the scheduled start date of the EVENT;
- 40% of the Accreditation Fee 6 Months before the scheduled start date of the EVENT;
- 10% of the Accreditation Fee 1 Week before the scheduled start date of the EVENT.

**4.2** The remaining costs of the accreditation system will be met by WORLD ATHLETICS. However, if other services are requested by the LOC, those will be charged to the LOC (i.e. RFID implementation, or other functionalities not included in the system provided by WORLD ATHLETICS).

### Accreditation Operation Plan

**4.3** The LOC:

- 4.3.1** acknowledge that they must provide WORLD ATHLETICS with a list of all accreditation applicants, as requested by WORLD ATHLETICS, from the accreditation system and WORLD ATHLETICS reserves the right to approve and/or disapprove any of such applicants; and
- 4.3.2** will implement the accreditation operation plan as instructed by WORLD ATHLETICS and ensure that access to the EVENT will only be granted to persons with approved accreditation or official tickets.

## 5. Security

### Security Operation Plan

**5.1** The LOC will bear all costs and expenses in connection with the implementation of the security operation plan to protect and safeguard the Official Venues and ensure the safety and security of all attendees. The LOC will ensure the development of the security operation plan is co-ordinated with the development of the safeguarding operation plan.

**5.2** World Athletics will have the right to have a security consultant review the security operation plan and make recommendations to the LOC. The LOC will implement any recommendations put forward by World Athletics and/or its security consultant (if applicable). If a security consultant is appointed

by World Athletics then the LOC will ensure that all LOC staff co-operate and provide the necessary support to the security consultant to enable them to complete their work.

## 6. Safeguarding

### Safeguarding Operation Plan

- 6.1** The LOC is referred to the WORLD ATHLETICS Safeguarding Policy and supporting guidance, copies of which can be found at: <https://www.worldathletics.org/about-iaaf/documents/member-federation-resource-centre>. The LOC will bear the costs and expenses in connection with the development and implementation of the safeguarding operation plan in order to establish and implement a safe and abuse-free environment for all those involved in the EVENT (i.e. all those involved in the staging and organising of the EVENT, as well as attendees and other participants (e.g. athletes, LOC staff, officials, guests, volunteers, spectators, children (under 18 years of age etc.)). The safeguarding operational plan must cover: safeguarding risk assessment, room allocations, code of conduct, reporting procedures, recruitment and training for LOC staff, event managers, volunteers, etc.; the LOC will also appoint a Safeguarding Event Manager reporting to the CEO of the LOC or equivalent. The LOC will ensure the development of the safeguarding operation plan is co-ordinated with the development of the security operation plan.
- 6.2** World Athletics will have the right to have a safeguarding consultant review the safeguarding operation plan and make recommendations to the LOC. The LOC will implement any recommendations put forward by World Athletics and/or its safeguarding consultant (if applicable). If a safeguarding consultant is appointed by World Athletics then the LOC will ensure that all LOC staff co-operate and provide the necessary support to the safeguarding consultant to enable them to complete their work.

## PART 3 – COMPETITION MANAGEMENT AND EVENT PRESENTATION

### 1. Referees, Officials and Judges

- 1.1** The LOC will, subject to WORLD ATHLETICS' approval, be responsible for the appointment, training and any associated costs of a suitable number of qualified referees and competition officials for the EVENT. The number of appointed officials will normally be in the range of 180-220 depending on the timetable and other circumstances.

### 2. Prize Money

- 2.1** The LOC will be responsible for the payment of net eight million four hundred and ninety eight thousand US Dollars (US\$8,498,000) relating to all PRIZE MONEY payable to WORLD ATHLETICS for distribution to the respective athletes. As stated in Clause 14 of the AGREEMENT, PRIZE MONEY will not be subject to income taxes.

### 3. Technical Sports Equipment

- 3.1** Unless provided as VIK by a World Athletics Sponsor/World Athletics Partner, the LOC will provide, at its own cost the technical sports equipment for use at the EVENT (e.g. landing mats, hurdles, uprights, cages, and fixed equipment), transport (including, in accordance with Clause 14, the costs

of any import or export) and branding (if any). The obligation to meet the costs of transport (including, in accordance with Clause 14 of the AGREEMENT, the costs of any import or export) and branding (if any) of the technical sports equipment may still apply even if the technical sports equipment is provided pursuant as VIK by WORLD ATHLETICS' preferred track and equipment supplier.

#### **4. EVENT Presentation**

- 4.1** WORLD ATHLETICS will lead, through its WORLD ATHLETICS' Event Presentation team, on the production and development of the EVENT presentation concept in collaboration with the LOC. The LOC will contribute a minimum five hundred thousand US Dollars (US\$500,000) ("The Event Presentation Contribution") towards the EVENT presentation costs in respect of the entire EVENT subject to the direction of WORLD ATHLETICS.

WORLD ATHLETICS will contribute towards the costs of the EVENT presentation including the provision of WORLD ATHLETICS' EVENT Presentation team. The amount of the WORLD ATHLETICS' contribution will be confirmed by WORLD ATHLETICS in consultation with the LOC.

The scope of work that will be covered by the Event Presentation Contribution will be determined by WORLD ATHLETICS, following further consultation with the LOC.

WORLD ATHLETICS reserves the right to use WORLD ATHLETICS preferred suppliers to deliver the EVENT presentation production including, but not limited to, audio, video, projection, special effects, lighting and communications equipment.

#### **EVENT LOOK**

- 4.2** The LOC is responsible for producing and installing the EVENT LOOK in accordance with the Event Guide, the Event Presentation Manual and Schedule 2 of this AGREEMENT.

#### **Opening and Closing Ceremonies**

- 4.3** If agreed by WORLD ATHLETICS, the LOC may organise an opening and/or closing ceremony for the EVENT. The LOC acknowledges and accepts that the themes, length, location, timing and content of the opening ceremony and closing ceremony (if any) are subject to direction by WORLD ATHLETICS. The LOC will ensure that all arrangements and proposals in respect of the opening ceremony and/or closing ceremony are presented to WORLD ATHLETICS for consideration no later than twelve (12) months prior to the commencement of the EVENT. The LOC will provide as much detail as possible and (as appropriate) facilitate access to viewings and concepts. Once WORLD ATHLETICS has provided its written approval for the ceremonies any proposed subsequent changes will be re-submitted to WORLD ATHLETICS for prior approval. WORLD ATHLETICS will be given access to ceremony preparation so that it may ensure that the ceremonies are in conformity with WORLD ATHLETICS approved concept, designs and proposals. The LOC will deliver the opening ceremony and closing ceremony in accordance with the approved plan ensuring that primacy and due consideration is given to athletes participating in the EVENT.

#### **Flags**

**4.4** The LOC will be responsible for the provision and related costs of national flags of all countries participating in the EVENT in accordance with paragraph 33.3 of the Event Guide.

### Medals and Medal Ceremonies

**4.5** In consultation with and subject to the prior written approval of WORLD ATHLETICS, the LOC will be responsible for the design, development, manufacture and all costs of 97 sets of gold, silver and bronze medals as follows:

- 4.5.1** twenty-two (22) sets for men's individual events;
- 4.5.2** twenty-two (22) sets for women's individual events;
- 4.5.3** forty (40) sets for relay races;
- 4.5.4** five (5) sets for WORLD ATHLETICS' archive;
- 4.5.5** five (5) sets for any eventual doping cases; and
- 4.5.6** three (3) sets for any eventual ties.

Pursuant to Clause 15 of the Agreement the INTELLECTUAL PROPERTY RIGHTS in the design of medal moulds and/or dye will be owned by WORLD ATHLETICS and for the purposes of developing and manufacturing the medals WORLD ATHLETICS grants a licence INTELLECTUAL PROPERTY RIGHTS in the design of the medal moulds pursuant to Clause 15.3 of the Agreement to the LOC.

## **PART 4 – ADDITIONAL EVENTS**

### **1. WORLD ATHLETICS Congress, Council Meetings and Convention**

**1.1** The LOC will, at its own cost, organise the WORLD ATHLETICS Congress and/or the WORLD ATHLETICS Council meetings and Convention in accordance with the WORLD ATHLETICS Congress and/or Council Meeting Organisational Guidelines and any guidance issued by WORLD ATHLETICS.

### **2. Meetings, Workshops and Visits**

**2.1** The LOC will, at its own cost, co-ordinate and/or arrange meeting rooms, equipment, food/refreshments and local transportation during the following:

- 2.1.1** The World Broadcasters Meeting and the International News Agencies Meeting;
- 2.1.2** COMMERCIAL AFFILIATES' workshops (at least 2 (two)) pursuant to paragraph 8.3. of the Event Guide;
- 2.1.3** Team Leader Site Visits; and
- 2.1.4** operational Site Visits.

The attendees of the above meetings will bear the costs of their international travel to and from attending the above meetings, workshops and visits and their accommodation.

### 3. Social Functions

**3.1** To the extent instructed by WORLD ATHLETICS, the LOC will be responsible for the costs of organising the following:

**3.1.1** the hosting of a dinner prior to WORLD ATHLETICS' Congress meeting for all members of the WORLD ATHLETICS FAMILY and other third parties designated by WORLD ATHLETICS up to a maximum of eight hundred (800) attendees. For the avoidance of doubt, WORLD ATHLETICS will bear the costs of catering of the WORLD ATHLETICS Congress dinner; and

**3.1.2** the hosting of a final party at the end of the EVENT for all ATHLETES, team officials and members of the WORLD ATHLETICS FAMILY at the cost of the LOC.

### 4. Knowledge Management & Transfer

**4.1** The LOC will provide all information requested by World Athletics during and after the completion of the EVENT, including:

**4.1.1** supporting World Athletics in updating its operational documents;

**4.1.2** providing reports from each functional area detailing lessons learnt during the planning, testing and delivery phases of the EVENT to fill the Transfer of Knowledge Platform;

**4.1.3** assisting World Athletics with the organisation of the World Athletics Observer Programme; and

**4.1.4** collecting all the data and assist the appointed company to produce the various Impact Studies which will be shared with the LOC.

**4.2** The LOC will ensure that such representatives from the senior management team (including the LOC) (as identified by World Athletics) attend and actively participate in the World Athletics Observer Programme for the previous edition of the EVENT.

### 5. Heritage

Pursuant to Clause 20.3 of the AGREEMENT, the LOC will deliver at its own cost and deliver to WORLD ATHLETICS (at a designated location within the HOST CITY and/or HOST COUNTRY) EVENT related items that WORLD ATHLETICS wishes to preserve for future exhibitions. WORLD ATHLETICS will be responsible for the costs of exporting the EVENT related items from the port of exit out of the HOST COUNTRY.

## PART 5 – MEDICAL AND ANTI-DOPING

### 1. Medical

**1.1** The LOC will ensure:

- 1.1.1** the establishment of a Medical Committee for the EVENT;
- 1.1.2** the appointment of a certified physician as Medical Director who will be ultimately responsible for all healthcare provided at the EVENT. The Medical Director will prepare and co-ordinate the medical services and safety requirements during the EVENT, and for an agreed appropriate time before and after;
- 1.1.3** the Medical Director liaises with, reports to and co-operates with, WORLD ATHLETICS specifically WORLD ATHLETICS' medical delegate;
- 1.1.4** the Medical Director's responsibilities, tasks and duties include, but are not limited to:
- i.** ensuring recruitment and supervision of the various medical personnel that should have some knowledge of the nature of athletics as a sport, and should have sports medicine skills;
  - ii.** designing a comprehensive health care system, making sure that adequate facilities, supplies and equipment are available for medical care at all Official Venues;
  - iii.** developing medical information for the Team Manual including detailed facts of medical care provided by the LOC to visiting the teams, VIPs, WORLD ATHLETICS Family and media. The medical information should also be available on the EVENT website; and
  - iv.** maintaining administrative liaison with the WORLD ATHLETICS medical delegates to ensure that all WORLD ATHLETICS' RULES are complied with;
- 1.1.5** the appointment of a public health officer responsible for the interaction with the local public health authorities, to develop the isolation/treatment plan for contagious individuals and all other related activities;
- 1.1.6** that any communication with the media about medical information must strictly be in accordance with APPLICABLE LAWS on medical confidentiality and data protection. Any communication with the media will be discussed with WORLD ATHLETICS before being made;
- 1.1.7** the collaboration, co-operation with and approval from local health authorities:
- i.** regarding authorisations (if required) for visiting team physicians and physiotherapists;
  - ii.** to implement the control and prevention of contagious diseases;
  - iii.** import and export of medicines used by visiting team physicians; and
- 1.1.8** that all third-party requests for any health and/or scientific research to be conducted before, during and after the EVENT requires the prior written approval of WORLD ATHLETICS' Health & Science Department. The WORLD ATHLETICS' Health & Science Department will be responsible for co-ordinating such requests with the Medical Committee and/or Medical Director if the nature of the research requires their input; and

- 1.1.9** the compliance with the Medical Guidelines and any other rules, regulations and guidance issued by WORLD ATHLETICS.
- 1.2** The LOC will assist WORLD ATHLETICS in measuring air quality (ozone, NO<sub>2</sub>, CO, and particulate matters) at the MAIN STADIUM, this will include planning the installation of the device. The LOC will arrange installation of the device at least twelve (12) months before the commencement of the EVENT and the LOC acknowledges that the devices used and data collected will at all times remain the property of WORLD ATHLETICS.

## 2. Anti-Doping

### Testing

- 2.1** The LOC will bear the costs of the following:
- 2.1.1** **Pre-competition testing** – up to 650 blood samples for profiling purposes in the context of the Athlete Biological Passport and up to 60 urine tests mainly for EPO detection. WORLD ATHLETICS/ ATHLETICS INTEGRITY UNIT will bear the costs of any additional tests.
- 2.1.2** **In-competition testing** – up to 550 urine tests and in addition up to 200 tests for special analysis as required by the ATHLETICS INTEGRITY UNIT.

### Roles and Responsibilities

- 2.2** The ATHLETICS INTEGRITY UNIT responsibilities are:
- 2.2.1** doping control documentation (forms, regulation, procedures etc.);
- 2.2.2** selection of athletes to be subject to doping control;
- 2.2.3** planning/advising the LOC on the operational organisation of doping controls;
- 2.2.4** supervising and advising during the EVENT (Anti-Doping Delegate);
- 2.2.5** results management (follow-up tests, analyses, investigations, disciplinary cases, appeals etc.); and
- 2.2.6** transfer/long term storage of samples where appropriate.
- 2.3** LOC responsibilities are:
- 2.3.1** setting-up a secured and adequate sample collection stations at athletes' hotel(s) and the COMPETITION VENUE;
- 2.3.2** supply of doping control collection kits;
- 2.3.3** identifying and contracting a competent and experienced sample collection agency to cover appointment of sample collection personnel, sample collection, storage and transportation to laboratory;

- 2.3.4 identifying and contracting an accredited doping control laboratory;
- 2.3.5 logistical assistance (security, transportation, teams' co-ordination);
- 2.3.6 specific assistance for team whereabouts/providing rooming information for pre-competition testing; and
- 2.3.7 general assistance to and co-operation with the ATHLETICS INTEGRITY UNIT.

#### Sample Collection Location

2.4 It is the responsibility of the LOC to ensure that the facilities at the doping control station ensure the athletes' privacy and that all materials are available prior to the start of testing.

2.4.1 **Pre-competition sample collection** – the LOC will ensure that the ACCOMMODATION has appropriate dedicated rooms on the same floor and adjacent to one another for the purpose of carrying out doping control testing on athletes. The doping control station must satisfy the requirements of the ATHLETICS INTEGRITY UNIT.

2.4.2 **In-competition sample collection** – the LOC will ensure that the Competition Venue has the appropriate dedicated area for the purpose of carrying out doping control testing on athletes during the EVENT. The doping control station must satisfy the requirements of the ATHLETICS INTEGRITY UNIT and include the following:

- i. a large waiting room;
- ii. at least five (5) processing rooms;
- iii. adjacent WCs (for both men and women) for urine tests; and
- iv. such furniture and equipment as requested by the ATHLETICS INTEGRITY UNIT.

#### Sample Collection Agency and Personnel

2.5 The LOC will be responsible for the recruitment and appointment of a sample collection agency/provider for the EVENT. The sample collection agency/provider is the organisation responsible for the collection of samples in accordance with the WORLD ATHLETICS Anti-Doping Regulations. The appointment of a sample collection agency is subject to the approval of the ATHLETICS INTEGRITY UNIT and is usually a national anti-doping agency or a private company.

2.6 The appointment of a sample collection agency in the form of well-trained doping control officers and chaperones must be organised sufficiently in advance of the EVENT. The LOC should in particular ensure that there are a sufficient number of doping control officers and chaperones appointed for the number of samples to be collected (pre-competition and in-competition) set out in the testing at paragraph 2.1 above.

2.7 The sample collection personnel will include:



- 2.7.1** doping control officers responsible for conducting and overseeing the sample collection procedures including blood control officers for blood tests; and
  - 2.7.2** doping control chaperones (one chaperone for every athlete to be notified and accompanied to the competition doping control station at the various testing sessions of the competition).
- 2.8** The LOC will ensure that all sample collection personnel:
- 2.8.1** are suitably accredited, trained, briefed and made familiar with the relevant WORLD ATHLETICS Anti-Doping Regulations;
  - 2.8.2** given unrestricted access to the areas of the EVENT where the athletes may be located for testing; and
  - 2.8.3** carry their identification to show that they are authorised to assist in doping control conducted at an EVENT. This means they must have an official ACCREDITATION BADGE which specifically names WORLD ATHLETICS and that doping control officer and have some other official document (identity card, passport, driving licence etc.) which also contains both the individual's name and his/her photograph; and
  - 2.8.4** they strictly apply the WORLD ATHLETICS Anti-Doping Regulations' procedures at all times during the sample collection process.
- 2.9** In addition to paragraph 2.8, special doping control passes will be in use for any sample collection personnel having to enter in the doping control station.

## Costs

- 2.10** For the avoidance of doubt, with the exception of the doping control documentation, all costs related to the implementation of the doping control programme (including the doping control materials, sample collection fees, sample collection stations, transportation/shipping costs and analytical costs) will be borne by the LOC.
- 2.11** WORLD ATHLETICS/ATHLETICS INTEGRITY UNIT will bear the costs of any additional doping control or analysis required at or in relation to the EVENT in addition to that set out in this Part 5, Schedule 1 or in the WORLD ATHLETICS Anti-Doping Regulations as well as all result management costs. These additional tests will be invoiced to the Member Federation either by the LOC, the testing provider or the ATHLETICS INTEGRITY UNIT.

## **PART 6 – TICKETING OPERATIONS, MASS RACES AND HOSPITALITY**

### **1. Ticketing Operations**

- 1.1** The LOC acknowledges and accepts that:
- 1.1.1** exclusions and limitations on the ticket service provider's liability will also apply to WORLD ATHLETICS' liability in respect of the ticketing services; and

**1.1.2** subject to the deduction of all applicable fees of the ticket service provider and/or WORLD ATHLETICS, all ticketing revenue will be kept by the LOC.

**1.2** The LOC will:

**1.2.1** provide proposals for ticket prices for WORLD ATHLETICS approval eighteen (18) months prior to the EVENT;

**1.2.2** provide WORLD ATHLETICS free of charge, with at least one thousand four hundred and twenty six (1426) VIP seats for each session and a detailed seating plan. The LOC may also wish to include an appropriate number of VIP guests in addition to the number above. The final number needs to be agreed with WORLD ATHLETICS;

**1.2.3** provide WORLD ATHLETICS free of charge, with at least three hundred (300) VVIP seats for each session and a detailed seating plan. The LOC may also wish to include an appropriate number of VVIP guests in addition to the number above. The final number needs to be agreed with WORLD ATHLETICS;

**1.2.4** provide free of charge, with at least one thousand five hundred (1500) seats for each session for athletes and team officials;

**1.2.5** provide free of charge, with at least sixteen (16) seats per group close to the location of the field event competition for the coaches of the athletes competing in such field events;

**1.2.6** if required, translate the content on ticketing website from the English language into any other language;

**1.2.7** if, required, pay for the provision of thermal tickets;

**1.2.8** ensure that WORLD ATHLETICS, the WORLD ATHLETICS FAMILY and the COMMERCIAL AFFILIATES have the right to purchase from one month in advance of public sale best seated tickets at face value for each day of the EVENT, in accordance with the sales procedure for the EVENT.

## **2. Mass Races**

**2.1** The LOC will arrange for appropriate consents to be obtained via the use of 'opt in' wording on the purchase of entries into any mass race connected to the EVENT (if relevant) for WORLD ATHLETICS to receive access to the personal data from such participants. WORLD ATHLETICS will provide the required 'opt in' wording at a later stage. All personal data exchanged between the LOC and WORLD ATHLETICS will be managed in accordance with Schedule 4 of this AGREEMENT.

## **3. Hospitality**

**3.1** The LOC will provide WORLD ATHLETICS and the WA COMMERCIAL PARTNER, free of charge, with adequate hospitality areas, including food and drinks of a quality and quantity appropriate for the size and stature of the EVENT, for the WORLD ATHLETICS FAMILY and a number of guests as reasonably advised by WORLD ATHLETICS.

- 3.2** The LOC will give WORLD ATHLETICS and the WA COMMERCIAL PARTNER first choice and the COMMERCIAL AFFILIATES' second choice of available hospitality opportunities at the COMPETITION VENUE and ensure that no third party competitor of a COMMERCIAL AFFILIATE is offered any hospitality opportunities at the Competition Venues which may reasonably be regarded by WORLD ATHLETICS and the WA COMMERCIAL PARTNER as granting them an association with the EVENT. For the avoidance of doubt the LOC will have no commercial rights to exploit or otherwise in relation to hospitality unless agreed otherwise between the parties.

## PART 7 – PROMOTIONAL STRATEGY

### 1. Promotion

- 1.1** The LOC acknowledges and understands the need to promote the event to maximise the number of spectators and the sport of athletics and undertakes to use its best efforts to promote the EVENT in a way to ensure this for the EVENT.
- 1.2** The LOC will conduct the activities contemplated by this AGREEMENT in such a way as to best promote the goodwill associated with WORLD ATHLETICS and the EVENT and will not at any time disparage the good name, reputation or image of WORLD ATHLETICS, the WA COMMERCIAL PARTNER, the EVENT or the COMMERCIAL AFFILIATES.
- 1.3** Without prejudice to the ticketing operations referred to in, Part 6 of Schedule 1, the LOC will produce and implement a promotional and branding plan in relation to the EVENT. Such plan will be presented to WORLD ATHLETICS and the WA COMMERCIAL PARTNER for their approval at least twelve (12) months prior to the start of the EVENT and will, at a minimum, include the LOC's plans in respect of:

#### Promotional Plan

- 1.3.1** promotions in the HOST CITY;
- 1.3.2** promotion in schools and sports clubs in the HOST CITY;
- 1.3.3** distribution of promotional materials digitally or physically;
- 1.3.4** promotion through the HOST CITY's communication channels (including social and other digital media, website, radio, television, out of home, tourist offices and distribution of newsletters and flyers);
- 1.3.5** promotion via associations or groups within the HOST CITY;
- 1.3.6** promotion at festivals, shows, and other public activities taking place and under the control of the HOST CITY;
- 1.3.7** announcements around key milestones;
- 1.3.8** digital and social media strategy, including:

- i. platforms (subject to WORLD ATHLETICS' approval);
- ii. design of templates;
- iii. opening dates; and
- iv. handles and hashtags (it being acknowledged that such handles and hashtags are subject to WORLD ATHLETICS' approval and in accordance with the information on social media contained in the Brand Guidelines),

### Branding Plans

- 1.3.9** the installation of banners and displays in and around the HOST CITY, including at airports, public transport and alongside major roads in and around the HOST CITY;
- 1.3.10** decoration of and installation, at their own expense, of the MARKS and EVENT LOOK to promote the EVENT in all areas of the Official Venues and the immediate surroundings visible to the public and media at the Official Venues;
- 1.3.11** communication of the MARKS and EVENT LOOK through all media; and

### Website

- 1.3.12** the LOC Event website will be designed and hosted by WORLD ATHLETICS (it being acknowledged that the LOC EVENT website will be predominantly an information and event promotional channel and the WORLD ATHLETICS website will be the principal platform for international competition news, live results of the EVENT) and the URL will follow a standard naming convention adopted by WORLD ATHLETICS. WORLD ATHLETICS will charge the LOC the lump sum cost of twenty five thousand US Dollars (US\$25,000) ('the Website Development Fee') for hosting, designing the website, fan data collection segmentation, activation through targeted email campaigns and integration with ticketing services where needed. The Website Development Fee will be paid by the LOC on receipt of an invoice issued to the LOC by WORLD ATHLETICS at the end of the EVENT.
- 1.4** WORLD ATHLETICS retains the right following consultation with the LOC to vary the promotional and branding plan. The LOC will be obliged to implement any such variation following communication of such variation by WORLD ATHLETICS.
- 1.5** The LOC will incorporate the official music of the EVENT, if any, designated by WORLD ATHLETICS into its promotional programmes in accordance with WORLD ATHLETICS' and the WA COMMERCIAL PARTNER's instructions.
- 1.6** The EVENT budget will indicate the allocation towards promotional and branding activities and will ensure that the percentage allocated in proportion to the overall operational expenses meets with WORLD ATHLETICS' and the WA COMMERCIAL PARTNER's expectations.

## **PART 8 – MEDIA OPERATIONS**

### **1. Appointment**

The LOC will appoint a suitably qualified and experienced Media Operations Manager responsible for planning and managing facilities and services to all Press, as a part of the LOC at the earliest planning stage. Operational Requirements for the Media Areas are specified in the Event Guide.

## 2. Financial Responsibility of the LOC (venues & infrastructure)

The LOC undertakes, at its expense, unless otherwise specified, to comply with and to fulfil all requirements and obligations as instructed directly by WORLD ATHLETICS or the WA COMMERCIAL PARTNER in the provision of facilities and services necessary to organise and stage the EVENT. These facilities and services include, but are not limited to the following:

- Pre-Event Press Conference venue;
- Media Centre in the MAIN STADIUM;
- Photographers Centre in the MAIN STADIUM (including secured lockers for photographers to store their equipment);
- Media Tribune in the MAIN STADIUM (tabled and non-tabled seats);
- Press Mixed Zone in the MAIN STADIUM;
- Press Mixed Zone in the MAIN STADIUM Warm Up area;
- Press Conference Room in the MAIN STADIUM;
- Sub-Media centre at the Marathon and Race Walk Courses venue;
- Press Conference Room at the Marathon and Race Walk Courses venue;
- Press Mixed Zone at the Marathon and Race Walk Courses venue;
- Photo positions and construction of the required platforms for photo positions (Head-On platform, infield positions and outfield positions – track level and elevated – on the MAIN STADIUM, Head-On and other photo positions at the Marathon and Race Walk Courses);
- Internet connection (Wi-Fi and cabled) as specified in the Event Guide (Schedule 6 – Spaces Data Sheet);
- Cabling and provision of TV monitors in tabled positions at the media centres;
- Specific services for media, particularly for International News Agencies (as dedicated internet connections, network cabling to specific photo positions, power, network and other infrastructure on the catwalk, etc) according to the rate card;
- Power and lighting in the Media Areas;
- Provision of photo copiers and printers as specified in the Event Guide (Schedule 6 – Spaces Data Sheet);
- Security and access control to all Media Areas and all equipment installed; and

- Provision of limited number of parking places close to the media entrance to the MAIN STADIUM and the Marathon and Race Walk Courses venue.

## PART 9 – TECHNOLOGY

### 1. Technology Requirements

- 1.1** The LOC will, in accordance with paragraph 19.3 of the Event Guide, appoint a suitably qualified and experienced technology specialist in the area of delivering and supporting critical ICT SERVICES to major events by no later than eighteen (18) months prior to the EVENT. The appointment will be subject to the prior written approval approved by WORLD ATHLETICS.
- 1.2** The LOC will provide written progress reports to the WORLD ATHLETICS Chief Information Officer and the assigned WORLD ATHLETICS' EVENT co-ordinator on a monthly basis up to two (2) months prior to the start of the EVENT on the progress of the infrastructure work required to meet the technology needs of TECHNICAL SUPPLIERS, the WORLD ATHLETICS FAMILY, BROADCASTERS, the media and other stakeholders in the EVENT. In the final two (2) months prior to the start of the EVENT the LOC will provide weekly written progress reports.
- 1.3** Without prejudice to the technology requirements set out elsewhere in this AGREEMENT, the LOC will undertake and complete a full ICT SERVICES scoping and requirements exercise for the EVENT in consultation with WORLD ATHLETICS and all Functional Areas within the LOC. Such ICT SERVICES scoping and requirements documentation must be provided to WORLD ATHLETICS no later than twelve (12) months prior to the commencement of the EVENT. The scoping exercise will include the Competition Venues and any area of the Competition Venues communicated to the LOC by WORLD ATHLETICS.
- 1.4** The LOC acknowledges and accepts that ICT SERVICES are a specialised area in EVENT delivery and that there are likely to be various companies providing solutions and/or services. The LOC will deliver the ICT SERVICES identified during the scoping exercise and further acknowledge and agree that as a result of the need to integrate various entities within a bespoke, complementary ICT SERVICES to the requisite STANDARD it is necessary to appoint an ICT SERVICES integrator with an international reputation for integrating and managing complete ICT SERVICES infrastructure and software solutions, in order to manage the relationship, delivery and integration of the overall ICT SERVICES.
- 1.5** The LOC will provide mobile phones, free of charge including covering of costs of data usage and charges for local and international calls, to up to a maximum of twelve (12) COMPETITION DELEGATES.

### 2. Cyber Security

- 2.1** The LOC acknowledges the importance of cyber security in relation to the EVENT and will have in place appropriate software and policies, consistent with the highest international standards of cyber security and will provide WORLD ATHLETICS with a cyber security plan for the EVENT for WORLD ATHLETICS approval by no later than twelve (12) months prior to the EVENT.

### 3. Video Officiating Replay System

WORLD ATHLETICS will be responsible for arranging the Video Officiating Replay System. The LOC will contribute a lump sum which represents fifty percent(50%) of the costs incurred by WORLD ATHLETICS for the 'Video Officiating Replay System' ('the Video Officiating Replay System Fee'). The amount of the Video Officiating Replay System Fee is one hundred thousand US Dollars (US\$100,000) and is final. The Video Officiating Replay System Fee will be paid by the LOC on receipt of an invoice issued by WORLD ATHLETICS at the end of the EVENT.

#### **4. Technical Suppliers**

- 4.1** WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER may, in their sole discretion, make available to the LOC, at no cost other than out-of-pocket expenses incurred by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER (namely the costs of procuring the services that are charged to WORLD ATHLETICS or the WA COMMERCIAL PARTNER), relating to a timing/measurement and/or results and information service for the EVENT. In such case, the LOC agree to exclusively use this service in respect of the EVENT.
- 4.2** If the LOC requires any products and/or services from the TECHNICAL SUPPLIER that are not included in such service procured and made available by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER, then the LOC will be responsible for any additional costs associated with such additional products and/or services. If WORLD ATHLETICS require the EVENT to have any additional products and/or services that are not included in the service procured and made available by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER, then WORLD ATHLETICS on the one hand and the LOC on the other hand will share such additional costs equally.
- 4.3** In the event that WORLD ATHLETICS does not have a World Athletics Sponsor/World Athletics Partner who provides the timing/measurement, and/or results services (as appropriate). The LOC will make a financial contribution towards this service of 50% of the total costs including the provision of CIS. The remaining costs of this service will be met by WORLD ATHLETICS.
- 4.4** The LOC will be responsible for the cost of cabling, networking and ICT SERVICES for the TECHNICAL SUPPLIERS at the Competition Venue as instructed by TECHNICAL SUPPLIERS and WORLD ATHLETICS.

# SCHEDULE 2 – WAS EVENTS COMMERCIAL REQUIREMENTS

## PART 1 – RIGHTS AND BENEFITS

### 1.

**1.1** Pursuant to Clause 4.1.2 of this AGREEMENT, WORLD ATHLETICS hereby grants to the LOC the following rights:

- 1.1.1** Tickets: the right to keep all revenues derived from the sale of the EVENT tickets with the exception of the ticket fees which will be payable directly to the TICKET SERVICES PROVIDER, any payment processing fees and any fees payable to WORLD ATHLETICS, provided that such right will exclude any MARKETING RIGHTS associated with the sale or distribution of EVENT tickets. In addition, LOC may obtain advice from WORLD ATHLETICS on ticket sales etc. of the EVENT. In such cases, LOC will pay a certain percentage of commission to WORLD ATHLETICS if the proceeds from such tickets exceed the target amount agreed upon by both parties. The details thereof will be determined separately;
- 1.1.2** Official Programme: the exclusive right to sell any official programme of the EVENT (day and commemorative programmes) as approved in writing by WORLD ATHLETICS and the WA COMMERCIAL PARTNER and to keep all revenues associated with the sale of such Official Programme(s);
- 1.1.3** Use of MARKS and EVENT LOOK: the right to use, but not the right to sub-licence the right to use, unless otherwise approved in this AGREEMENT or the CATEGORY RELEASE AGREEMENT, the MARKS and EVENT LOOK in accordance with Clause 15 and the EVENT GUIDE for the purpose of promoting its appointment to host the EVENT;
- 1.1.4** Branding Rights: the right to have the HOST CITY's name or the name of the region or state of the HOST CITY displayed on the bottom of the athletes' bibs in a manner to be approved by WORLD ATHLETICS and the WA COMMERCIAL PARTNER; and
- 1.1.5** Other Branding Opportunities: the right to have OM and LOC branding at other WORLD ATHLETICS events in the lead up to the EVENT and on the WORLD ATHLETICS official website.

**1.2** All rights not expressly granted to the OM and/or the LOC hereunder will be reserved by WORLD ATHLETICS.

## PART 2 – CO-OPERATION

### 1.

**1.1** The LOC will:

- 1.1.1** ensure that the management of the OFFICIAL VENUES will fully co-operate with WORLD ATHLETICS and the WA COMMERCIAL PARTNER in respect of the discharge of the obligations to be undertaken by the LOC in relation to the commercial programme. The LOC will also



ensure that any individuals or entities appointed by the LOC or otherwise with rights or responsibilities in respect of the OFFICIAL VENUES during the EVENT (such as with regard to the control of the timetable, spectator animation, music, advertising and the like) comply with the directions of WORLD ATHLETICS and the WA COMMERCIAL PARTNER;

- 1.1.2** co-operate and liaise with WORLD ATHLETICS and the WA COMMERCIAL PARTNER in respect of the exploitation of the MARKETING RIGHTS, commercial hospitality and/or licensing rights which may be released to the LOC under any CATEGORY RELEASE AGREEMENT or otherwise in accordance with Clause 9.2 of this AGREEMENT and not enter into any agreements adversely infringing upon, or in contravention of, the MARKETING RIGHTS;
- 1.1.3** support, assist and co-operate with WORLD ATHLETICS and the WA COMMERCIAL PARTNER to arrange COMMERCIAL AFFILIATES' (except for EVENT SPONSORS) workshops in respect of the marketing programme for the EVENT and to introduce them to the LOC as further set out in the EVENT GUIDE;
- 1.1.4** meet, upon request, to discuss any issues with respect to the implementation of the marketing programme for the EVENT and management of COMMERCIAL AFFILIATES;
- 1.1.5** during the EVENT, meet on a daily basis with WORLD ATHLETICS and the WA COMMERCIAL PARTNER;
- 1.1.6** comply with the relevant WORLD ATHLETICS RULES that apply to marketing and advertising and any requirements of the EVENT GUIDE that apply to marketing and advertising; and
- 1.1.7** address all correspondence and enquiries with respect to any commercial aspects and issues relating to the EVENT to the WA COMMERCIAL PARTNER with a copy to WORLD ATHLETICS.

## **PART 3 – EXPLOITATION OF MARKETING RIGHTS**

### **1. GENERAL**

The LOC acknowledges that, subject to Clause 9.2 of the AGREEMENT and entering into the CATEGORY RELEASE AGREEMENT and/or any other agreement for the grant of commercial hospitality and/or licensing rights with WORLD ATHLETICS, WORLD ATHLETICS will directly exploit and control the MARKETING RIGHTS and will be the contracting party as principal to any agreements relating to the exploitation of any of the MARKETING RIGHTS. Accordingly, WORLD ATHLETICS may freely subcontract any of those rights to any party throughout the world, including in the TERRITORY, unless otherwise (and only to the extent) specified in this AGREEMENT or in the CATEGORY RELEASE AGREEMENT or any other agreement for the grant of commercial hospitality and/or licensing rights.

### **2. APPOINTMENT OF EVENT SPONSORS**

#### **2.1 CATEGORY RELEASE AGREEMENT**

- 2.1.1** Subject to the execution of the CATEGORY RELEASE AGREEMENT in accordance with Clause 9 of the AGREEMENT, the APPLICATION FORM and the EVENT GUIDE, the LOC may grant to EVENT SPONSORS some or all of the rights contained in the standard rights packages set out

in Part 3 Paragraph 2.3 of this Schedule 2 in each of the EVENT SPONSOR categories approved by WORLD ATHLETICS . For the avoidance of doubt, the LOC may not make any changes or additions to any of these standard rights packages without the prior written approval of WORLD ATHLETICS .

**2.1.2** The definition of what constitutes an EVENT SPONSOR, the number of them and the consideration provided by the EVENT SPONSORS are set out in the EVENT GUIDE.

**2.1.3** WORLD ATHLETICS will have the sole right to determine whether (i) a particular product or service of a proposed EVENT Supporter or EVENT Supplier falls within one of the product categories released in the CATEGORY RELEASE AGREEMENT; and (ii) an entity qualifies as a Public Institution or Geographical Host.

## **2.2 Approval for Negotiations with EVENT SPONSORS**

**2.2.1** The LOC acknowledges that the appointment of an EVENT SPONSOR will always be subject to the prior written approval of WORLD ATHLETICS, who will take into account, amongst other things, the identity and suitability of the proposed EVENT SPONSOR and whether such proposed EVENT SPONSOR is a competitor of a WORLD ATHLETICS PARTNER, WORLD ATHLETICS SUPPORTER and WORLD ATHLETICS SUPPLIER.

**2.2.2** Once a CATEGORY RELEASE AGREEMENT has been executed, and the LOC wishes to commence the sales process, the LOC will submit to WORLD ATHLETICS and the WA COMMERCIAL PARTNER a sales and marketing plan with respect to the proposed EVENT SPONSORS (which is to be updated as and when the LOC wishes to approach new potential sponsors), for WORLD ATHLETICS' prior written approval. The sales and marketing plan must contain the following:

- i.** the name of the company;
- ii.** product/service category of the company;
- iii.** the potential sponsorship level (Event Supporter, Event Supplier or Public Institution);  
and
- iv.** the possible cash consideration and/or VIK to be provided by the company.

**2.2.3** The LOC will not approach or commence discussions with any company prior to WORLD ATHLETICS 's written approval of the sales and marketing plan. WORLD ATHLETICS, will review the sales and marketing plan on the basis of the following:

- i.** potential conflicts with the COMMERCIAL AFFILIATES and the WORLD ATHLETICS sales and marketing programme in general;
- ii.** VIK needs of WORLD ATHLETICS and the WA COMMERCIAL PARTNER in the products/service categories proposed;

iii. possibilities to enhance and maximise the mutual benefits for the EVENT SPONSOR sales and marketing programme and the WORLD ATHLETICS sales and marketing programme in general.

- 2.2.4** The LOC will have no right to make any commitment to any proposed EVENT SPONSORS without WORLD ATHLETICS 's prior written approval. In the event of approval pursuant to this Schedule 2, the LOC will use the standard EVENT SPONSOR agreements in the form previously submitted to the LOC by WORLD ATHLETICS. Such EVENT SPONSOR agreements will not take effect until such time as WORLD ATHLETICS has approved the relevant EVENT SPONSOR agreement by acknowledging it in writing.
- 2.2.5** The LOC will as soon as reasonably possible, and in any event within two (2) working days, reply in writing to any enquiries from WORLD ATHLETICS with respect to the status of its sales and marketing activities, including the next steps (meetings, offers, etc.) for each prospective sponsor. The LOC acknowledges that WORLD ATHLETICS and the WA COMMERCIAL PARTNER, upon request, will have the right to attend any meetings between the LOC and proposed EVENT SPONSORS.
- 2.2.6** EVENT SPONSORS will only have the right to exercise any rights on execution of an EVENT SPONSOR agreement approved by WORLD ATHLETICS.

## 2.3 EVENT SPONSORS RIGHTS PACKAGES

World Athletics Championships	Event Supporter (ESpo) (Max 5)
Territory	Regional
Product Exclusivity	Yes
Designation	Official Event Supporter
	Official Event Supplier
	Official Event Product/Service
EVENT Marks	Usage in territory only together with designation
Composite Logo	ESpo can create own composite Logo using pre-approved templates
Advertising Boards - LED	2 boards in the main configuration at the MAIN STADIUM
	Shared solus in the main configuration and finish straight at the MAIN STADIUM
Standing Composite Towers ID	Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS
Warm-up Area Boards (6m x 1m) - STATIC	1board
M & RR Advertising Boards - STATIC	6 boards along the course of the COMPETITION VENUE
Official Programme Ad	1 full page colour advertisement
	Logo on composite page together with other ESpos/ESpls (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Print Material Composite Page	Logo on composite page together with other ESpos/ESpls (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
	Logo on composite page together with other ESpos/ESpls (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Internet Website	Link and logo recognition on LOC EVENT Website
VVIP Tickets	Up to 4 for each day/session
VIP Tickets	Up to 20 for each day/session
Ticket Purchase Option	Option to purchase up to 100 tickets at face value for each event day/ session prior to the commencement of public ticket sales (subject to availability)
VVIP/VIP Accreditation	Right to request VVIP/VIP accreditations to be used together with tickets
Service Accreditation	Reasonable number of service accreditations to be agreed
VIP Parking Passes	Right to request up to 4 parking passes
Service Parking Passes	Reasonable number of service parking passes to be agreed
Transportation	Access to official transportation system of the EVENT for accreditation holders only
VIP Hospitality (If offered)	Option to acquire VIP hospitality space to be shared with other ESpos/ ESpls after offer to has expired.
Social Functions	Up to 4 invitations (subject to availability)
	Right at own costs to stage social function
Press Conferences	Right to stage own press conference and attend official press conferences.
Media Centre	Right to distribute corporate media information
Premium Distribution	Right to distribute in line with guidelines and subject to approval
Selling, Demonstration and Display of Products	Right to set up displays on site (subject to approval)
	Right to sell products on site (subject to local laws & approval)
Gifts	Right to distribute up to 1gift item (subject to approval)
Advertising on Video-Screen	An advert of up to 30 seconds, which is shown before or after each session

World Athletics Championships	Event Supplier (ESpl) (Max 12 together with PI)
Territory	Regional
Product Exclusivity	Yes
Designation	Official Event Supplier

	Official Event Product/Service
EVENT Marks	Usage in territory only together with designation
Composite Logo	ESpl can create own composite Logo using pre-approved templates
Advertising Boards - LED	Shared solus in the main configuration and finish straight at the MAIN STADIUM
M & RR Advertising Boards - STATIC	3 boards along the course of the COMPETITION VENUE
Standing Composite Towers ID	Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS
Official Programme Ad	Half page colour advertisement
	Logo on composite page together with other ESpos/ESpls (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Print Material Composite Page	Logo on ESpo & ESpl Composite Page
	(Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Internet Website	Link and logo recognition on LOC EVENT Website
VIP Tickets	Up to 10 for each day/session
Ticket Purchase Option	Option to purchase up to 50 tickets at face value for each EVENT day/ session prior to the commencement of public ticket sales (subject to availability)
Service Accreditation	Reasonable number of service accreditations to be agreed
Service Parking Passes	Reasonable number of service parking passes to be agreed
Transportation	Access to official transportation system of the EVENT for accreditation holders only
Social Functions	Up to 2 invitations (subject to availability)
Press Conferences	Right to stage own press conference and attend official press conferences.
Media Centre	Right to distribute corporate media information
Premium Distribution	Right to distribute in line with guidelines and subject to approval
Selling, Demonstration and Display of Products	Right to set up displays on site (subject to approval)
	Right to sell products on site (subject to local laws & approval)
Gifts	Right to distribute up to 1 gift item (subject to approval)

World Athletics Championships	Public Institution (PI) Max 4 together with ESpl total of 12.
Territory	Regional
Exclusivity	Not applicable
Designation	Public Institution
EVENT Marks	Usage in territory only together with designation
Composite Logo	PI can create own composite Logo using pre-approved templates
Advertising Boards - LED	Shared solus in the main configuration and finish straight at the MAIN STADIUM
M & RR Advertising Boards - STATIC	Number of Boards to be determined by the WA COMMERCIAL PARTNER
Standing Composite Towers ID	Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS
Official Programme Ad	Half page colour advertisement Logo on composite page together with other ESpos/ESpls (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Welcome Message	1-page welcome message in the official programme
Print Material Composite Page	Logo on ESpo & ESpl Composite Page (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Internet Website	Link and logo recognition on LOC EVENT Website
VVIP Tickets	Up to 4 for each day/session
VIP Tickets	Up to 10 for each day/session
Ticket Purchase Option	Option to purchase up to 100 tickets at face value for each EVENT day/ session prior to the commencement of public ticket sales (subject to availability)
VVIP/VIP Accreditation	Right to request VVIP/VIP accreditations to be used together with tickets
Service Accreditation	Reasonable number of service accreditations to be agreed
VIP Parking Passes	Reasonable number of VIP parking to be agreed
Service Parking Passes	Reasonable number of service parking passes to be agreed
Transportation	Access to official transportation system of the EVENT for accreditation holders only
Social Functions	Up to 4 invitations (subject to availability) Right at own costs to stage social function
Press Conferences	Right to stage own press conference and attend official press conferences.
Media Centre	Right to distribute corporate media information
Demonstration and Display	Right to set up displays on site (subject to approval)
Gifts	Right to distribute up to 1 gift item (subject to approval)
Advertising on Video-Screen	An advert of up to 30 seconds, which is shown before or after each session
Public Address Announcements	Thank you message
Research	Right to receive TV data
Opening & Closing Ceremony	Right to contribute and participate as agreed with the WA COMMERCIAL PARTNER
Development Forum	Right to stage a development forum
Promotional Activities	Other promotional activities subject to commercial terms to be agreed with the WA COMMERCIAL PARTNER

World Athletics Championships	Geographical Host (GH)
Territory	Worldwide
Exclusivity	Not applicable
Designation	Host Province/Regional/City/Town of the EVENT
EVENT Marks	Usage in territory only together with designation
Composite Logo	GH can create own composite logo using pre-approved templates
Men's and Women's bibs	GH name on the bottom of the bibs (max. 4cm height) as determined by the WA COMMERCIAL PARTNER and WORLD ATHLETICS
Advertising Boards - LED	10secs Solus on the infield boards
M & RR Advertising Boards - STATIC	Number of Boards to be determined by the WA COMMERCIAL PARTNER
Standing Composite Towers ID	Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS
Official Programme Ad	Half page colour advertisement Logo on composite page together with other ESpos/ESpls (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Welcome Message	1-page welcome message in the official programme
Print Material Composite Page	Logo on ESpo & ESpl Composite Page (Logo 2/3 of the size of the WORLD ATHLETICS PARTNERS)
Internet Website	Link and logo recognition on LOC EVENT Website
VVIP Tickets	Up to 4 for each day/session
VIP Tickets	Up to 10 for each day/session
Ticket Purchase Option	Option to purchase up to 100 tickets at face value for each EVENT day/ session prior to the commencement of public ticket sales (subject to availability)
VVIP/VIP Accreditation	Right to request VVIP/VIP accreditations to be used together with tickets
Service Accreditation	Reasonable number of service accreditations to be agreed
VIP Parking Passes	Reasonable number of VIP parking to be agreed
Service Parking Passes	Reasonable number of service parking passes to be agreed
Transportation	Access to official transportation system of the EVENT for accreditation holders only
Social Functions	Up to 4 invitations (subject to availability) Right at own costs to stage social function
Press Conferences	Right to stage own press conference and attend official press conferences.
Media Centre	Right to distribute corporate media information
Demonstration and Display	Right to set up displays on site (subject to approval)
Gifts	Right to distribute up to 1 gift item (subject to approval)
Advertising on Video-Screen	An advert of up to 30 seconds, which is shown before or after each session
Public Address Announcements	Thank you message,
Research	Right to receive TV data
Opening & Closing Ceremony	Right to contribute and participate as agreed with the WA COMMERCIAL PARTNER
Development Forum	Right to stage a development forum
Promotional Activities	Other promotional activities subject to commercial terms to be agreed with the WA COMMERCIAL PARTNER
Promotional Video	Right to produce (at its costs) and to be identified in a promotional video for the HOST COUNTRY/Region/City (dissemination via TV broadcast and digital platform of the EVENT to be agreed with WORLD ATHLETICS/ the WA COMMERCIAL PARTNER). Content and length to be approved by WORLD ATHLETICS/ the WA COMMERCIAL PARTNER prior production.

The above standard rights packages are subject to change at WORLD ATHLETICS and the WA COMMERCIAL PARTNER's discretion, provided that if a CATEGORY RELEASE AGREEMENT has been signed, the rights will not be reduced without the prior written approval of the LOC.

### 3. EVENT Licensing and Merchandising Rights

Pursuant to Clause 9 of the AGREEMENT, the WA COMMERCIAL PARTNER holds all licensing and merchandising rights to the EVENT. The WA COMMERCIAL PARTNER may in its sole discretion, exploit such licensing and merchandising rights by itself or in partnership with a global or local master licensee/merchandiser. Otherwise, WORLD ATHLETICS (or third party appointed by WORLD ATHLETICS) may grant these rights to the LOC by way of the CATEGORY RELEASE AGREEMENT or another commercial agreement. The OM and the LOC may not produce, sell or otherwise distribute any items bearing the EVENT's MARKS without the prior written approval by WORLD ATHLETICS and/or the WA COMMERCIAL PARTNER.

### 4. EVENT Commercial Hospitality Programme

- 4.1** Pursuant to Clause 9 of the AGREEMENT, the WA COMMERCIAL PARTNER holds all commercial hospitality rights to the EVENT. This means that the WA COMMERCIAL PARTNER has the exclusive right to provide and sell commercial hospitality packages in relation to the EVENT – which includes sales of tickets, in combination with at least one element of the following: transportation, accommodation, in venue hospitality, off-venue hospitality, event transportation. However, the WA COMMERCIAL PARTNER may grant some or all of these rights to the LOC by way of separate commercial agreement, in which case, the LOC may design a programme to generate revenue through ticket sales and commercial hospitality services (which may include EVENT tickets).
- 4.2** If the commercial hospitality rights are exploited by the WA COMMERCIAL PARTNER itself or any third party appointed by the WA COMMERCIAL PARTNER, the WA COMMERCIAL PARTNER will explore revenue-generating opportunities for the LOC in relation to the implementation of the commercial hospitality programme (e.g. payment for services or facilities provided, role of sales agent or premium on tickets) on terms to be agreed between the WA COMMERCIAL PARTNER and the LOC. Notwithstanding the foregoing, the LOC agrees to provide reasonable support to the WA COMMERCIAL PARTNER and/or any third party appointed by the WA COMMERCIAL PARTNER with respect to the management, production and implementation of the commercial hospitality programme and to comply with the requirements set out in relation to the commercial hospitality programme pursuant to the AGREEMENT, the EVENT GUIDE and the requirements defined hereunder:

#### 4.2.1 Tickets

The LOC agrees that WORLD ATHLETICS and the WA COMMERCIAL PARTNER will determine, in consultation with the LOC, the exact ticketing requirements for the operation of the commercial hospitality programme including:

- i. the minimum number of tickets to be made available in aggregate for the duration of the EVENT,



- ii. the number of tickets in the top three seating categories on a day/session by session basis,
- iii. the exact seating blocks in the COMPETITION VENUE where such tickets are located (as the seats should be grouped together); and
- iv. the detailed schedule for the release of tickets for general public sale ahead of the EVENT as well as for the sale of commercial hospitality packages.

At stadium EVENTS, the tickets should be located in prime positions (such as the best seating category in the lower bowl of the MAIN STADIUM proximate to the finish line and the MAIN STADIUM section to the immediate right of the finish line, in the area associated with skyboxes/suites (if any) and only if not sufficient, the remainder should be allocated in the second-best category, if possible still in the lower bowl of the MAIN STADIUM) and as close as possible to the VIP and VVIP seating areas. If there are tickets in the VIP area that are not used by WORLD ATHLETICS or the WA COMMERCIAL PARTNER for their own purposes or for the sponsor hospitality programme, they will be allocated to the commercial hospitality programme. At out-of-stadium EVENTS in the absence of public (ticketed) seating on a tribune or similar, the WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party and the LOC will identify alternative solutions for the commercial hospitality programme to take place at the EVENT that entails similar services as the VIP level of COMMERCIAL AFFILIATES.

These tickets will be made available to the WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER -appointed third party at face value and either as printed, physical tickets or digitally (as requested by the WA COMMERCIAL PARTNER). The exact timeline and delivery requirements for the tickets will be determined and communicated by the WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party within due course prior to the start of the EVENT.

If mass participation events are included in the EVENT, the LOC will make available to the WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party entries to such mass participation events as required by the WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party for use within the commercial hospitality programme. These entries should be made available at a price that is no more than the best price offered to other mass race participants.

#### **4.2.2** Space and Production

The LOC agrees that WORLD ATHLETICS and the WA COMMERCIAL PARTNER will determine the space requirements for the operation of the commercial hospitality programme including:

- i. the minimum space required inside and/or outside the COMPETITION VENUE – if the latter, either adjacent or in very close proximity (short walking distance) of the COMPETITION VENUE;
- ii. the best access routes from the hospitality area to the seats;
- iii. power and water supply as well as waste management; and

- iv. access routes to the site for third-party suppliers and their accreditation and vehicle access pass requirements.

The commercial hospitality programme will normally require, on average, a minimum 2.5m<sup>2</sup>/pax for the guest spaces e.g. a minimum of 7500m<sup>2</sup> for 3000 pax. In addition the operation will require sufficient additional space for temporary kitchen and other technical facilities either inside the COMPETITION VENUE or if outside immediately adjacent to the outside hospitality area.

For the avoidance of doubt, if there are hospitality skyboxes or other hospitality facilities (with existing hospitality furniture) in the MAIN STADIUM that are not used by WORLD ATHLETICS, the WA COMMERCIAL PARTNER and/or the COMMERCIAL AFFILIATES for their own needs, the LOC will make the excess hospitality skyboxes or other hospitality facilities available to the WA COMMERCIAL PARTNER for the commercial hospitality programme.

The WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party will appoint all required hospitality suppliers in their own discretion but in accordance with WORLD ATHLETICS RULES and in close co-ordination with the LOC.

The WA COMMERCIAL PARTNER and the LOC will need to agree on the price to be charged by the LOC for such space, facilities and utilities required for the commercial hospitality programme (including catering infrastructure and parking), subject to the proviso that the LOC may only charge for the actual third party costs that it incurs in providing such facilities, services or utilities with no mark-up whatsoever.

#### **4.2.3 Catering**

The LOC agrees that WORLD ATHLETICS and the WA COMMERCIAL PARTNER will determine the catering requirements for the operation of the commercial hospitality programme including:

- i. the minimum space inside or outside the COMPETITION VENUE for permanent or temporary kitchens and additional catering infrastructure, and
- ii. the exact locations of temporary catering infrastructure; and
- iii. and the actual F&B programme.

The WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party will appoint all required catering suppliers in their own discretion but in accordance with WORLD ATHLETICS RULES and in close co-ordination with the LOC. The WA COMMERCIAL PARTNER is willing to discuss the provision of catering services with an incumbent supplier but is not obliged to appoint such supplier to provide the catering.

#### **4.2.4 Parking**

The LOC agrees that WORLD ATHLETICS and the WA COMMERCIAL PARTNER will determine the parking requirements for the operation of the commercial hospitality programme including:

- i. the minimum number of car park spaces inside or next to the COMPETITION VENUE or the hospitality facilities for cars, mini-vans, etc.; and
- ii. the access routes from the car parking to the hospitality facilities and/or the COMPETITION VENUE.

The commercial hospitality programme will normally require on average a minimum of one (1) car parking space per three (3) guests in close proximity to the hospitality facilities and/or the COMPETITION VENUE. In addition a bus and mini-van parking spaces will be required.

#### **4.2.5** Transportation

The LOC agrees that WORLD ATHLETICS and the WA COMMERCIAL PARTNER will determine the transportation requirements for the operation of the commercial hospitality programme including an official travel programme as part or separate to an official travel package programme.

The WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party will appoint all required transportation suppliers in their own discretion but in accordance with WORLD ATHLETICS RULES and in close co-ordination with the LOC.

#### **4.2.6** Accommodation

The LOC agrees that WORLD ATHLETICS and the WA COMMERCIAL PARTNER will determine the accommodation requirements for the operation of the commercial hospitality programme including:

- i. the minimum number of rooms in available 5\*, 4\* and 3\* hotels in/and around the COMPETITION VENUE; and
- ii. access to such hotel rooms at regular rack rates plus a maximum increase in price of 10%.

The WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party will appoint all required accommodation suppliers in their own discretion but in accordance with WORLD ATHLETICS RULES in close co-ordination with the LOC.

#### **4.2.7** Others

The LOC will provide reasonable support to the WA COMMERCIAL PARTNER and/or the WA COMMERCIAL PARTNER-appointed third party in respect of the rights protection and enforcement programme, with the aim of protecting the rights in relation to the commercial hospitality programme.

## **PART 4 – EXPLOITATION OF MEDIA RIGHTS**

## 1.

- 1.1** The LOC acknowledges that the WA COMMERCIAL PARTNER and other licensees of WORLD ATHLETICS will directly exploit and control all MEDIA RIGHTS and will be the contracting party as principal to any agreement relating to the exploitation of any of the MEDIA RIGHTS and can freely sub-contract any of those rights to any party throughout the world, including in the TERRITORY. For the avoidance of doubt, neither WORLD ATHLETICS nor the WA COMMERCIAL PARTNER grants to the OM and/or the LOC any right to broadcast the EVENT unless otherwise specifically agreed in writing.
- 1.2** Following a written request, the LOC may use recorded archive material from the broadcast of past WORLD ATHLETICS SERIES to be used for the promotion of the EVENT only, subject to the LOC entering into a clip licence agreement with the WA COMMERCIAL PARTNER and only bearing any technical costs associated with accessing such material (and with no licence fees to be paid to WA COMMERCIAL PARTNER).

## PART 5 – MARKETING MATERIAL AT THE OFFICIAL VENUES

### 1. CLEAN OFFICIAL VENUES: REQUIREMENTS

- 1.1** The LOC acknowledges and accepts that the delivery of commercially CLEAN OFFICIAL VENUES is of fundamental importance to the MARKETING RIGHTS programme and the effective organisation of the EVENT and that any failure by the LOC to provide commercially CLEAN OFFICIAL VENUES (including the removal of third party MARKETING MATERIAL) will constitute a material breach of this AGREEMENT.
- 1.2** The LOC will ensure that:
  - 1.2.1** during the EXCLUSIVE USE PERIOD and for all purposes relating to or arising as a result of the EVENT (including all press conferences, press releases, advertising maps, etc. during the TERM), no MARKETING MATERIAL other than that installed, or approved in writing, by the WA COMMERCIAL PARTNER and WORLD ATHLETICS relating to COMMERCIAL AFFILIATES will be present at the OFFICIAL VENUES;
  - 1.2.2** the LOC will use all reasonable efforts to ensure that no advertising material, signage or other apparent branding, other than that approved by WORLD ATHLETICS and the WA COMMERCIAL PARTNER, will be visible in the immediate vicinity of the OFFICIAL VENUES during the EXCLUSIVE USE PERIOD;
  - 1.2.3** the LOC will be responsible for paying any costs, fees, charges or taxes imposed by any entity in relation to the removal or replacement or covering up of any MARKETING MATERIAL at the OFFICIAL VENUES that has not been approved by the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS; and
  - 1.2.4** pursuant to Clause 15.7 of this AGREEMENT, the name and/or logo of the OFFICIAL VENUES does not include the name, the official designation and/or the logo of any commercial entity.

### 2. MARKETING MATERIAL

## **2.1** The LOC acknowledges and accepts that:

- 2.1.1** all MARKETING MATERIAL at the OFFICIAL VENUES comply with the APPLICABLE LAW, including health and safety laws, and the LOC will obtain all permits or authorisation as may be applicable for the erection, maintenance and dismantling of MARKETING MATERIAL;
- 2.1.2** all MARKETING MATERIAL at the OFFICIAL VENUES comply with WORLD ATHLETICS RULES on marketing and advertising;
- 2.1.3** all MARKETING MATERIAL at the OFFICIAL VENUES must be approved by the WA COMMERCIAL PARTNER and WORLD ATHLETICS in writing. WORLD ATHLETICS reserve the right to require the removal of any MARKETING MATERIAL at the OFFICIAL VENUES that is not in compliance with this AGREEMENT or any APPLICABLE LAW;
- 2.1.4** the public's and BROADCASTERS' cameras view of all MARKETING MATERIAL (including of the COMMERCIAL AFFILIATES) must not be obstructed in any manner during the EVENT except for obstruction incidentally caused by athletes and competition officials during their participation in competition. Officials working in the in-field area (such as volunteers carrying athletes' clothing baskets or setting out or removing equipment) must leave this area as soon as their task is completed through the nearest available gate. The LOC will ensure that all officials, photographers, security guards, police and any other person do not obscure, and will walk and stand behind MARKETING MATERIALS that are advertising boards and will provide suitable seating for such persons, where necessary; and
- 2.1.5** Clauses 14.1.1 and 14.1.3 of the AGREEMENT apply in connection with the importation and/or exportation of the MARKETING MATERIAL to and from the HOST COUNTRY provided by the WA COMMERCIAL PARTNER and/or its contractors or designees.

## **3. MARKETING MATERIAL OF COMMERCIAL AFFILIATES**

### General:

- 3.1** In relation to MARKETING MATERIALS of the COMMERCIAL AFFILIATES at the OFFICIAL VENUES (including advertising boards, backdrops, gantries, standing composite towers, out-of-stadium signage) ("Commercial Signage"), the LOC will ensure that:
  - 3.1.1** the amount and allocation of such Commercial Signage is decided by the WA COMMERCIAL PARTNER in its sole discretion taking into account the sponsorship hierarchy;
  - 3.1.2** the size, material composition, content and design of the Commercial Signage are determined by the WA COMMERCIAL PARTNER in consultation with WORLD ATHLETICS;
  - 3.1.3** during the EXCLUSIVE USE PERIOD WORLD ATHLETICS, the WA COMMERCIAL PARTNER and its contractors or designees will have unrestricted access to the OFFICIAL VENUES for the placement of the Commercial Signage. In this regard the LOC will ensure that it makes sufficient personnel available to permit such unrestricted access;

- 3.1.4** dedicated workforce (whether volunteers or paid workers) and necessary storage areas and vehicles (including forklift trucks, flat-bed trucks, tractors and trailers, vans and trolleys and electrical carts for use on tracks) for the installation, management, maintenance and removal of the Commercial Signage at the OFFICIAL VENUES are provided, as requested by the WA COMMERCIAL PARTNER;
  - 3.1.5** adequate security and supervision are provided for safeguarding the Commercial Signage; and
  - 3.1.6** advertising boards must not be used as replacements for crowd control barriers.
- 3.2** LED Advertising: In relation to the World Athletics Championships and the World Athletics Indoor Championships, WORLD ATHLETICS and the WA COMMERCIAL PARTNER have implemented LED advertising for certain types of advertising boards and may choose to do so in relation to other WAS and/or other types of Commercial Signage. Where LED advertising has been implemented, the WA COMMERCIAL PARTNER will decide and determine in its discretion the configuration as well as the solus and shared cycles. If LED advertising is used, it will be placed and used in accordance with the WORLD ATHLETICS RULES on Marketing and Advertising and as per the WA COMMERCIAL PARTNER's instructions or as per the applicable LED Advertising Identification Guidelines and LED Advertising Principles issued by the WA COMMERCIAL PARTNER prior to the EVENT. Operation of the LED advertising system will always be under the WA COMMERCIAL PARTNER's control.

Production and Supply of Commercial Signage:

- 3.3** In relation to the production and supply of the Commercial Signage of the COMMERCIAL AFFILIATES at the OFFICIAL VENUES, the LOC acknowledges that:
- 3.3.1** subject to paragraph 3.3.4 below, the WA COMMERCIAL PARTNER will arrange the production and/or rental, supply, installation and removal (as assisted by the LOC's workforce), operation and maintenance of the advertising boards and may do so in relation with any other Commercial Signage at its discretion and for doing so, the WA COMMERCIAL PARTNER will appoint a signage supplier;
  - 3.3.2** the LOC will fully cooperate with the signage supplier appointed by the WA COMMERCIAL PARTNER;
  - 3.3.3** any Commercial Signage that is not arranged by the WA COMMERCIAL PARTNER will be arranged by the LOC (such as for example the mixed zone backdrops) in accordance with the technical and quality standards communicated by the WA COMMERCIAL PARTNER to the LOC. Where the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS have to pay a share of such costs pursuant to Paragraph 3.5 below, the LOC will provide the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS with quotations for their review and approval prior to placing any production order;
  - 3.3.4** if LED advertising is available at the COMPETITION VENUE and such LED advertising meets the technical specifications determined by the WA COMMERCIAL PARTNER from time to time, the LOC may supply such LED advertising at no charge to the WA COMMERCIAL PARTNER and WORLD ATHLETICS and the LOC will also provide operators for the LED system who will operate it under the instruction and supervision of the WA COMMERCIAL PARTNER.

## Transportation of Commercial Signage:

**3.4** In relation to the transportation of the Commercial Signage to the OFFICIAL VENUES, the LOC acknowledges that:

- 3.4.1** the signage supplier appointed by the WA COMMERCIAL PARTNER will arrange for the international transportation of the Commercial Signage arranged by the WA COMMERCIAL PARTNER up to the port of entry (to the extent that it is manufactured outside the HOST COUNTRY);
- 3.4.2** if requested by the WA COMMERCIAL PARTNER, the LOC will assist the signage supplier appointed by the WA COMMERCIAL PARTNER with the customs clearance handling procedure;
- 3.4.3** once delivered to the port of entry or if manufactured in the HOST COUNTRY, the LOC will arrange the local transportation of the Commercial Signage arranged by the WA COMMERCIAL PARTNER from the port of entry or the production venue to the various areas of the COMPETITION VENUE and back to the port of exit or the production venue after the EVENT, as well as, if requested by the WA COMMERCIAL PARTNER, the loading and unloading before, during and after the EVENT, transportation between and placement at various areas of the OFFICIAL VENUES and as deemed necessary by the WA COMMERCIAL PARTNER;
- 3.4.4** the LOC will arrange all transportation of the Commercial Signage arranged by the LOC (or its own signage supplier).

## Costs of Commercial Signage:

**3.5** In relation to the costs of the Commercial Signage, the LOC acknowledges and accepts that the costs of the Commercial Signage will be shared as follows:

- 3.5.1** Advertising boards and other commercial identification featuring the COMMERCIAL AFFILIATES along the course of the COMPETITION VENUE as determined by the WA COMMERCIAL PARTNER (e.g. mesh, polystretch, road signs, flags, concrete vinyl, cones or inflatables):
  - 3.5.1.1** Static:
    - (a) production and/or rental costs (“Production Costs”) of (i) the advertising boards or other commercial identification featuring WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS will be borne by the WA COMMERCIAL PARTNER, and (ii) those featuring the EVENT SPONSORS appointed by the LOC will be borne by the LOC and (iii) of those featuring WORLD ATHLETICS will be borne by WORLD ATHLETICS; and
    - (b) the service costs of labour, local and international transportation, custom clearance handling, insurance, operation and all other costs aside from production/rental costs and aside from costs and taxes that must be borne by the LOC pursuant to the AGREEMENT (“Services Costs”) will be shared between the WA COMMERCIAL PARTNER, the LOC and WORLD ATHLETICS in proportion to their respective share of the Production Costs.

By way of example: if there are 30 static advertising boards in total, of which 15 feature WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS, 10 feature the EVENT SPONSORS and 5 feature WORLD ATHLETICS, the WA COMMERCIAL PARTNER will be responsible for 50% of such Services costs, the LOC will be responsible for 33.33% of such Services Costs and WORLD ATHLETICS will be responsible for 16.67% of such Services Costs.

**3.5.1.2** LED Advertising Boards:

Subject to Paragraph 3.3.4 above and provided that the LOC has entered into a CATEGORY RELEASE AGREEMENT, the total costs of the LED advertising boards (including the Production Costs and the Services Costs) will be shared in the following proportions between the WA COMMERCIAL PARTNER, the LOC and WORLD ATHLETICS:

- i. The LOC will pay 30% of the total costs, and
- ii. The WA COMMERCIAL PARTNER and WORLD ATHLETICS will pay 70% of the total costs according to an allocation to be agreed between them.

**3.5.2** Standing composite towers:

- (a) the costs for up to twelve (12) standing composite towers (bearing the names/logos of the WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS and the EVENT SPONSORS) will be shared in the following proportions between the WA COMMERCIAL PARTNER and the LOC:
  - i. the LOC will pay 50%, and
  - ii. the WA COMMERCIAL PARTNER will pay 50%;
- (b) if the LOC has not appointed any EVENT SPONSOR at all, the WA COMMERCIAL PARTNER will pay 100% of the costs;
- (c) all costs for additional standing composite towers requested by the LOC must be paid in full by the LOC.

**3.5.3** Out-of-Stadium start and finish gantry(ies):

- (a) the costs of one (1) static finish gantry will be shared in the following proportions:
  - i the LOC will pay 50%
  - ii the WA COMMERCIAL PARTNER will pay 25%
  - iii WORLD ATHLETICS will pay 25%;
- (b) if an LED system is used for such gantry (which is subject to the approval of WORLD ATHLETICS), the LOC will pay the difference between the costs of a static gantry and the costs of the gantry using an LED system (i.e. the incremental costs associated with having an LED gantry); and



(c) if the LOC wishes to also have a start gantry (which is subject to the approval of WORLD ATHLETICS), the LOC will pay all the costs in relation to such start gantry.

#### **3.5.4 Backdrops**

(a) if only WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS appear on the backdrops, the WA COMMERCIAL PARTNER will bear all the costs of the following static backdrops:

- i Main Press Conference backdrop
- ii Mixed Zone backdrop(s)
- iii Medal ceremony backdrop
- iv World Record Programme backdrop at the World Athletics Championships;

(b) if WORLD ATHLETICS and/or the LOC (with the approval of WORLD ATHLETICS) wish to use an LED system for such backdrops mentioned in (a) above, the LOC will pay the difference between the costs of a static backdrop and the costs of the backdrop using an LED system (i.e. the incremental costs associated with having an LED backdrop);

(c) the LOC will bear all the costs of any other backdrops not mentioned under (a) above.

#### **3.5.5 MARKETING MATERIAL at EVENT-related Promotion and Activities**

All costs of MARKETING MATERIAL displayed at an EVENT-related promotion or activity organised by the LOC before, during and after the EVENT will be paid by the LOC.

#### **3.6 Advance Payment of Costs of Commercial Signage:**

The LOC acknowledges and agrees that the LOC will pay an estimate of its share of costs of the Commercial Signage supplied by the WA COMMERCIAL PARTNER (via its appointed signage supplier) in advance of the EVENT. Such advance payment will be paid promptly upon receipt of the relevant invoice as set out in the CATEGORY RELEASE AGREEMENT. If requested by the WA COMMERCIAL PARTNER, such advance payment will be made directly to the signage supplier appointed by the WA COMMERCIAL PARTNER.

After the conclusion of the EVENT, there will be a reconciliation of the costs of the Commercial Signage supplied by the WA COMMERCIAL PARTNER based on the actual costs and the relevant share of costs of each party calculated pursuant to Paragraph 3.5. above. If the advance payment made by the LOC is higher than its actual share of costs pursuant to Paragraph 3.5. above, then the WA COMMERCIAL PARTNER will reimburse the difference within three (3) months after the EVENT. If the advance payment made by the LOC is lower than its actual share of costs calculated pursuant to Paragraph 3.5. above, then the LOC will not be obliged to pay the difference, unless otherwise agreed between the parties.

#### **Positioning of the Commercial Signage:**

**3.7** In relation to the positioning of the Commercial Signage, the LOC acknowledges that:

- 3.7.1** all Commercial Signage will be installed in positions determined by the WA COMMERCIAL PARTNER in consultation with WORLD ATHLETICS and in accordance with WORLD ATHLETICS RULES that apply to marketing and advertising;
- 3.7.2** the LOC will strictly comply with and implement if required the specific positioning of the Commercial Signage determined by the WA COMMERCIAL PARTNER;
- 3.7.3** the LOC will be responsible for agreeing the placement of Commercial Signage with the owners, management or controlling authorities of the following locations if they are not at the COMPETITION VENUE/under the control of the LOC and/or WORLD ATHLETICS (in particular in relation to the placement of standing composite towers):
  - i.** Airport welcome desks and arrivals halls
  - ii.** Official EVENT hotels: lobby and WORLD ATHLETICS/ the WA COMMERCIAL PARTNER/OM/LOC office areas
  - iii.** WORLD ATHLETICS Club/Lounge area (VVIP/VIP area)
  - iv.** Official WORLD ATHLETICS and LOC press conferences
  - v.** Media/press centres, working rooms and facilities
  - vi.** Official social function sites and hospitality areas
  - vii.** Accreditation & technical information centres.
- 3.7.4** the LOC will be responsible for paying any fee requested by the owners, management or controlling authorities of the desired locations and for obtaining all necessary consents or permits, for the placement of any Commercial Signage; and
- 3.7.5** no fee will be charged to WORLD ATHLETICS, the WA COMMERCIAL PARTNER or any COMMERCIAL AFFILIATE for the placement of Commercial Signage.

Installation of Commercial Signage:

- 3.8** In relation to the installation of Commercial Signage at or along the course of the COMPETITION VENUE (if applicable) of the Commercial Signage, the LOC will ensure that:
  - 3.8.1** the advertising boards and other Commercial Signage are installed or erected at least twelve (12) hours prior to the commencement of such out-of-stadium competitions, as instructed by the WA COMMERCIAL PARTNER and WORLD ATHLETICS; and
  - 3.8.2** adequate safety measures are put in place for the workforce installing the Advertising Boards and Other Commercial Identification.

Design and Content of Commercial Signage:

- 3.9** In relation to the design and content of the Commercial Signage and in addition to Paragraph 3.1.2 above, the LOC acknowledges that:

- 3.9.1** fluorescent colours or any luminous material that may adversely affect the quality of the television coverage are not permitted on Advertising Boards;
- 3.9.2** artwork containing the names/logos of COMMERCIAL AFFILIATES appointed by the LOC to be placed on any Commercial Signage will be supplied to the WA COMMERCIAL PARTNER at least ninety (90) days prior to the EVENT, with full Pantone colour details, and in a software format approved by the WA COMMERCIAL PARTNER and which in any event allows ease of manipulation and adaptation for layout purposes (e.g. EPS Illustrator). Failure to meet artwork deadlines may result in increased Production Costs that will be charged to the entity that has appointed the relevant COMMERCIAL AFFILIATE;
- 3.9.3** the content and layout of Commercial Signage must contain only the name and/or logo of the COMMERCIAL AFFILIATES or their products; if the COMMERCIAL AFFILIATE wishes to depict any other picture, slogan, social media handles or text whatsoever, it must be agreed with the WA COMMERCIAL PARTNER and WORLD ATHLETICS;
- 3.9.4** the form of the name and/or logo of the COMMERCIAL AFFILIATES or their product must be sufficiently brief and large to permit ease of legibility by the public and on television and be in such a format as to ensure general consistency with the appearance of marketing and advertising of other COMMERCIAL AFFILIATES;
- 3.9.5** all design of the Commercial Signage must be submitted to the WA COMMERCIAL PARTNER's for its prior written approval.

Other requirements relating to some of the Commercial Signage:

**3.10** In relation to backdrops at the OFFICIAL VENUES, the LOC acknowledges that:

- 3.10.1** any backdrop must include the official EVENT title, the EVENT logo, WORLD ATHLETICS website address and the name/logo of the WORLD ATHLETICS PARTNERS (including WORLD ATHLETICS Media Partners) and the Title Partner (if any) in a manner to be determined and approved in advance by WORLD ATHLETICS and the WA COMMERCIAL PARTNER;
- 3.10.2** the LOC will inform WORLD ATHLETICS and the WA COMMERCIAL PARTNER three (3) weeks in advance of any planned press conference or reception;
- 3.10.3** backdrops will be displayed at any press conference or reception staged by WORLD ATHLETICS or the LOC in connection with the EVENT and placed as directed by the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS.

**3.11** In relation to standing composite towers at the COMPETITION VENUE, the LOC acknowledges that:

- 3.11.1** the standing composite towers will incorporate the EVENT logo and the names/logos of the COMMERCIAL AFFILIATES, as per the WA COMMERCIAL PARTNER's instructions;
- 3.11.2** the COMMERCIAL AFFILIATES' names/logos will appear in an order determined by the WA COMMERCIAL PARTNER according to their sponsorship tier, unless decided otherwise by the WA COMMERCIAL PARTNER;

- 3.11.3** if any COMMERCIAL AFFILIATE’s name/logo does not contrast with the background of a standing composite tower, then it will be placed in a “frame” to ensure that COMMERCIAL AFFILIATE’s name/logo appears equal in size to those other COMMERCIAL AFFILIATES in the same sponsorship tier; and
- 3.11.4** the relative sizes of names/logos will be decided by the 2/3rds rule: this means that the size of the names/logos of any COMMERCIAL AFFILIATES that are not WORLD ATHLETICS PARTNERS or WORLD ATHLETICS Media Partners (or Title Partner if any) may not be greater than 2/3 the size of the names/logos of the WORLD ATHLETICS PARTNERS.

WORLD ATHLETICS PARTNERS and WORLD ATHLETICS Media Partners (including Title Partner, if any)

Each name/logo as large as possible in the available space, as determined by the WA COMMERCIAL PARTNER.

WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS and EVENT SPONSORS

Each name/logo as large as possible in the available space, however no bigger than 2/3rds the size of the WORLD ATHLETICS PARTNERS’ names/logos.

**3.12** In relation to start and/or finish gantry(ies) at the course of the COMPETITION VENUE, the LOC acknowledges that:

- 3.12.1** a start and/or finish gantry(ies) must be produced by the LOC for the out-of-stadium EVENTS or competitions where the start and/or finish occurs outside the MAIN STADIUM;
- 3.12.2** the exact placement of the finish and/or start gantries will be determined by WORLD ATHLETICS;
- 3.12.3** the gantries must meet the minimum requirements specified by WORLD ATHLETICS and the WA COMMERCIAL PARTNER, including the following:
  - i.** the gantries must span the entire start and/or finish line;
  - ii.** the gantries must be able to support timing devices of up to 100kg, suspended from a central position;
  - iii.** television vehicles and timing/lead cars must be able to pass through and under the gantries, and any suspended timing device, as required;
  - iv.** the gantries columns and crosspiece will be clad in wood or other material, which is not transparent, and is professional in appearance; and
  - v.** the gantries must comply with all APPLICABLE LAW;
- 3.12.4** branding of the COMMERCIAL AFFILIATES that have the right to be featured will appear on the start/finish gantry(ies) in the manner determined by the WA COMMERCIAL PARTNER;
- 3.12.5** the Event logo to a maximum height of 1m must appear on both front and back sides of all gantry crosspieces. The EVENT logo must feature at the top of each of all gantry columns,

above the COMMERCIAL AFFILIATES' logos (to a maximum height of 50cm and placed in an order determined by the WA COMMERCIAL PARTNER) with the relative sizes of names/logos to be decided by the 2/3rds rule; and

- 3.12.6** no identification other than that outlined above, in particular no name/logo of any entity other than the afore-mentioned, may appear on any gantries at the EVENT unless previously approved in writing by the WA COMMERCIAL PARTNER.

#### **4. ATHLETES ENTRY GATE**

**4.1** In relation to athletes' entry gate in the MAIN STADIUM, the LOC acknowledges that:

- 4.1.1** athletes' entry gates to the track will be specified by the LOC and WORLD ATHLETICS in consultation with the WA COMMERCIAL PARTNER, either by a permanent clearance or through a gate;
- 4.1.2** the position of the entry gate must not negatively impact on the positioning and visibility of the advertising boards;
- 4.1.3** if the entry gate is not a pivoting advertising board, all costs relating to the production and installation of the entry gate will be borne by the LOC; and
- 4.1.4** any commercial identification on such entry gate will be decided and approved in advance by the WA COMMERCIAL PARTNER.

#### **5. VIDEO BOARDS/GIANT SCREENS**

**5.1** In relation to commercial identification on video boards/giant screens at the COMPETITION VENUE, LOC acknowledges that:

- 5.1.1** the outside frame of the video boards/giant screens will be clear of/free from any name/logo of the manufacturer, unless it is a COMMERCIAL AFFILIATE in accordance with the WORLD ATHLETICS RULES on marketing and advertising;
- 5.1.2** unless instructed otherwise by the WA COMMERCIAL PARTNER, the LOC will, at its own cost, ensure that the name/logo of such manufacturer (if present) is fully covered;
- 5.1.3** conventional advertising signage of the COMMERCIAL AFFILIATES may be placed around the video board in accordance with the WORLD ATHLETICS RULES on marketing and advertising and subject to the WA COMMERCIAL PARTNER's prior written approval in consultation with WORLD ATHLETICS.

**5.2** In relation to advertising commercials on video boards/giant screens at the COMPETITION VENUE, the LOC will ensure that:

- 5.2.1** advertising commercials may only be shown immediately before and after each EVENT session as well as during dead time between competitions;

- 5.2.2** only COMMERCIAL AFFILIATES that have been granted such a right will be entitled to show an advertising commercial on the video board/giant screen during the EVENT, subject to the WA COMMERCIAL PARTNER's prior written approval (and up to 30 seconds each unless decided otherwise by the WA COMMERCIAL PARTNER);
- 5.2.3** the exact form and content of such advertising commercial will be subject to the WA COMMERCIAL PARTNER's prior written approval;
- 5.2.4** such COMMERCIAL AFFILIATES are responsible for providing, at their own cost, the LOC or the WA COMMERCIAL PARTNER with video data in a suitable format and duration for such advertising;
- 5.2.5** The WA COMMERCIAL PARTNER will solely decide on the playing order of the advertising commercials. In general, the advertising commercials will be shown according to sponsorship tier and in alphabetical order; and
- 5.2.6** if requested by the WA COMMERCIAL PARTNER, representative video board/giant screen's animation relating to individual WORLD ATHLETICS PARTNER, WORLD ATHLETICS SUPPORTER or WORLD ATHLETICS SUPPLIER that has been granted such right in relation to for example the world record programme will be produced and played in accordance with the WA COMMERCIAL PARTNER's instructions.

## **6. PUBLIC ADDRESS ANNOUNCEMENTS**

- 6.1** In relation to public address announcements at the COMPETITION VENUE, the LOC will ensure that:
  - 6.1.1** the LOC will install and maintain, at its own cost, a sound system at the COMPETITION VENUE for public address announcements during the EVENT;
  - 6.1.2** no loudspeakers should be placed in the television and radio commentary area unless they are sufficiently muted;
  - 6.1.3** the full official EVENT title as notified by WORLD ATHLETICS is used in all public address announcements;
  - 6.1.4** "Thank You" announcements specifically naming each individual COMMERCIAL AFFILIATE that has been granted such right are made during the EVENT as instructed by the WA COMMERCIAL PARTNER;
  - 6.1.5** if requested and provided by the WA COMMERCIAL PARTNER, representative jingles relating to each individual COMMERCIAL AFFILIATE that has been granted such right are played with, or in substitution for, such announcements; and
  - 6.1.6** all public address announcements will be in accordance with the WORLD ATHLETICS RULES on marketing and advertising.

## **7. BRANDING AT FINISH AREAS AND AWARD CEREMONIES**

**7.1** At finish areas and during award ceremonies, the LOC will ensure that:

- 7.1.1** only identification of the EVENT, WORLD ATHLETICS and the WORLD ATHLETICS PARTNERS (and the Title Partner if any) may appear as approved by WORLD ATHLETICS and the WA COMMERCIAL PARTNER in accordance with the WORLD ATHLETICS RULES on marketing and advertising;
- 7.1.2** any identification on the flower bouquets provided during any award ceremony must be in accordance with the WORLD ATHLETICS RULES on marketing and advertising; and
- 7.1.3** athletes do not carry or receive any branded items during or immediately after their participation in the competitions of the EVENT or the award ceremonies (such as caps, flags, drink bottles, towels).

## **8. MARKETING MATERIAL AT MASS PARTICIPATION EVENTS**

**8.1** If the LOC in collaboration with WORLD ATHLETICS and the HOST CITY agree that mass participation events are included in the EVENT, after approval by WORLD ATHLETICS, to promote the EVENT, the LOC will be fully responsible for all costs incurred in relation to staging such mass participation events and will further ensure that either such mass participation events are not commercialised in any manner, or if they are, all commercial identifications will be reserved for and offered to the COMMERCIAL AFFILIATES (in accordance with the principle that WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS will receive more exposure than the EVENT SPONSORS based on the sponsorship hierarchy).

## **PART 6 – PRODUCTS/SERVICES OF COMMERCIAL AFFILIATES**

### **1.**

- 1.1** The LOC, WORLD ATHLETICS and the WA COMMERCIAL PARTNER will cooperate to ensure their combined VIK needs are included in the negotiations with COMMERCIAL AFFILIATES. The WA COMMERCIAL PARTNER will inform the LOC if any WORLD ATHLETICS PARTNER, WORLD ATHLETICS SUPPORTER and WORLD ATHLETICS SUPPLIER will provide VIK for the EVENT. The LOC may give its comments on the level and nature of any VIK supply, which will be reviewed by the WA COMMERCIAL PARTNER on a case-by case basis.
- 1.2** The LOC undertakes to use VIK provided pursuant to the terms of any WORLD ATHLETICS PARTNER, WORLD ATHLETICS SUPPORTER and WORLD ATHLETICS SUPPLIER agreement with the WA COMMERCIAL PARTNER or pursuant to any agreement with any other COMMERCIAL AFFILIATE appointed by WORLD ATHLETICS from time to time. In respect of the VIK from WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS, the LOC will pay a fee of twelve and a half percent (12.5%) of the value of any VIK provided (by way of example but not limited to, sporting apparel, beer, soft drinks, copiers, cars, consumer electronics, telecommunications, results services, data processing, commentator/media information systems, computers, watches, timing/measurement services, technical sports equipment) to WORLD ATHLETICS and/or the LOC and used in relation to the EVENT, as approved by WORLD ATHLETICS and the WA COMMERCIAL PARTNER. This is in addition to any payment made under paragraph 4.1, Part 9 of Schedule 1.

- 1.3** In addition to the products and/or services provided as VIK, the LOC will use exclusively for all their activities in connection with the EVENT, the products and services of the COMMERCIAL AFFILIATES, to the exclusion of any other products and services competitive to the products and/or services of COMMERCIAL AFFILIATES, provided that the COMMERCIAL AFFILIATES offer their products and/or services on their usual commercial terms.
- 1.4** In the event that, pursuant to paragraph 1.3 above, an agreement for the supply of products and/or services cannot be reached with the COMMERCIAL AFFILIATES (for products and/or services that are not being provided as VIK) then, subject to paragraphs 1.7 and 1.8 below, at least 12 (twelve) months for TECHNICAL SUPPLIERS and at least 6 (six months) for all other suppliers prior to the beginning of the EVENT the LOC may source such products and/or services from third parties. The LOC shall be responsible, at its own expense, for covering all identifying marks, logos, emblems, names, trade names etc. on all such third products and/or services at the OFFICIAL VENUES during the EVENT (including but not limited to monitors, cars, video-boards and scoreboards).
- 1.5** If required by the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS, the LOC will enter into a separate side agreement (“Collateral Contract”) with the COMMERCIAL AFFILIATE providing the VIK, strictly in the form provided by the WA COMMERCIAL PARTNER and/or WORLD ATHLETICS. Such Collateral Contract will contain terms relating to the supply and delivery of the VIK, including an obligation on the LOC to provide such COMMERCIAL AFFILIATE with invoices and/or countersign credit notes. If it has not already done so, the LOC will register for VAT or similar value-added tax purposes, if legally possible in the TERRITORY, in order to acquire the VIK pursuant to the Collateral Contract.
- 1.6** Where VIK relates to drinks and beverages the LOC will obtain written guarantees that no corkage or pouring fees will be charged or imposed on any VIK distributed in connection with the EVENT. In particular, the LOC will ensure that the hotels used in relation to the EVENT do not charge corkage or pouring fees for any products supplied by the COMMERCIAL AFFILIATES, including in relation to any EVENT-related functions held by WORLD ATHLETICS, the WA COMMERCIAL PARTNER and/or the COMMERCIAL AFFILIATES and any other EVENT-related activities taking place in such hotel. Furthermore, the LOC will ensure that the hotels used in relation to the EVENT comply with all requirements advised by WORLD ATHLETICS and the WA COMMERCIAL PARTNER in relation to the sale and/or display within such hotels of products which conflict with the products of the COMMERCIAL AFFILIATES.
- 1.7** The COMMERCIAL AFFILIATE (excluding an EVENT SPONSOR) or, in the absence of a COMMERCIAL AFFILIATE and subject to the LOC entering into a CATEGORY RELEASE AGREEMENT, an EVENT SPONSOR in the beverages/soft drink/sports drink product category may supply branded drink bottles and containers to be offered to the athletes in accordance with the WORLD ATHLETICS RULES on marketing and advertising. Only officials or approved LOC volunteers wearing official EVENT clothing may distribute such bottles and containers and the LOC will ensure that the officials and volunteers can work in an unrestricted manner. The LOC will ensure that no other branded bottles or containers are used by anyone in connection with any competition of the EVENT, and personal drink bottles used during out-of-stadium competitions and used in connection with any award ceremony must comply with WORLD ATHLETICS RULES on marketing and advertising.
- 1.8** If a new track is required at the COMPETITION VENUE for the EVENT, the LOC will, to the extent that it has control or influence over the choice and installation of a new track, procure that WORLD



ATHLETICS' COMMERCIAL AFFILIATE in the category of track (if any) is granted an opportunity to be included in any tender process to provide tracks to the COMPETITION VENUE.

- 1.9** The LOC will ensure that the COMMERCIAL AFFILIATES are able to present their products by way of product placement, including representation on cars driving on the course of the COMPETITION VENUE ahead of the front lead/timing car prior to a competition race, provided that this complies with APPLICABLE LAWS and is at all times in accordance with the WORLD ATHLETICS RULES on marketing and advertising. The LOC will ensure that product placement by COMMERCIAL AFFILIATES at the OFFICIAL VENUES must be in accordance with the WORLD ATHLETICS RULES and as instructed and decided by WORLD ATHLETICS and the WA COMMERCIAL PARTNER, at their sole discretion.

## **PART 7 – CONCESSIONS, FRANCHISING, DEMONSTRATION AND DISPLAY**

### **1.**

#### **1.1** The LOC will:

- 1.1.1** make available to WORLD ATHLETICS, the WA COMMERCIAL PARTNER and the COMMERCIAL AFFILIATES, free of charge and on an exclusive basis, sufficient space at the OFFICIAL VENUES to enable them fully to exercise their franchising, display, demonstration and selling rights at the OFFICIAL VENUES, including the right to erect demonstration and selling booths at the OFFICIAL VENUES in accordance with this AGREEMENT;
- 1.1.2** ensure that the products of the COMMERCIAL AFFILIATES are the only products displayed, sold or otherwise distributed at the OFFICIAL VENUES at least seven (7) days prior to and during the EVENT and that no party other than the WA COMMERCIAL PARTNER and the COMMERCIAL AFFILIATES are granted any franchising, display, demonstration or selling rights at the OFFICIAL VENUES, unless approved in writing by the WA COMMERCIAL PARTNER;
- 1.1.3** ensure the prior written approval of the WA COMMERCIAL PARTNER is given before premiums or giveaways are distributed at the OFFICIAL VENUES by COMMERCIAL AFFILIATES. For the avoidance of doubt, no entity other than the COMMERCIAL AFFILIATES will have the right to distribute any premiums or giveaways;
- 1.1.4** subject to Paragraph 1.1.3 above, ensure that the WA COMMERCIAL PARTNER is provided with samples of the items which EVENT SPONSORS intend to distribute as premiums or giveaways for the WA COMMERCIAL PARTNER'S prior written approval;
- 1.1.5** require each of the EVENT venue owners and the person in control of each OFFICIAL VENUE to insert in those contracts which give WORLD ATHLETICS and/or the LOC control of the OFFICIAL VENUES, provisions providing that all franchising, concession, display, demonstration and sale of products at such OFFICIAL VENUES will be vested exclusively in the WA COMMERCIAL PARTNER to the effect that the WA COMMERCIAL PARTNER will be able to enforce such provisions;
- 1.1.6** ensure that no merchandise of any description is offered at the OFFICIAL VENUES without WORLD ATHLETICS' and the WA COMMERCIAL PARTNER's prior written approval; and

- 1.1.7** ensure that the space provided, and the manner of display, accords with the STANDARD and fulfils the criteria for quality and quantity specified by WORLD ATHLETICS and the WA COMMERCIAL PARTNER.
- 1.2** The LOC will ensure that all caterers and restaurants at the OFFICIAL VENUES use, sell and display products/services of the COMMERCIAL AFFILIATES, to the exclusion of any products/services competitive to those products/services of the COMMERCIAL AFFILIATES except as instructed in writing by the WA COMMERCIAL PARTNER. Any products/services other than those of the COMMERCIAL AFFILIATES must be sold unbranded.
- 1.3** Only caterers and restaurants (including those situated at any hospitality village, fan zone or areas, official social functions, canteens, cafeterias, etc.) previously approved in writing by the WA COMMERCIAL PARTNER will be allowed to operate at the OFFICIAL VENUES during the EVENT, regardless of any existing agreement between the caterer or restaurants with the LOC or the EVENT venue owner.
- 1.4** Where the WA COMMERCIAL PARTNER appoints the LOC to undertake the arrangements in respect of such sale of food, beverage and merchandising at the OFFICIAL VENUES, in the LOC will be entitled to retain all revenues arising therefrom.
- 1.5** The WA COMMERCIAL PARTNER will be the contracting party as principal to all concession agreements in respect of the EVENT or will approve in writing any concession agreement to be entered by the LOC. Only the seller of products or services (whether food, beverage or merchandise) at COMPETITION VENUE (“Concessionaire”) contracted or approved by the WA COMMERCIAL PARTNER in writing will be allowed to operate at the COMPETITION VENUE during the EVENT, regardless of any existing agreements between the Concessionaire and the LOC or EVENT venue owners.
- 1.6** The LOC will ensure that any Concessionaire complies with the written instructions of the WA COMMERCIAL PARTNER and fully cooperates with the WA COMMERCIAL PARTNER and the COMMERCIAL AFFILIATES for the sale and display of their products and services.
- 1.7** The LOC will ensure that the Concessionaire and/or the EVENT venue authorities provide, free of charge and taxes, enough personnel to act as “hawkers” (that is vendors on the move (foot, bike or automobile)).
- 1.8** Unless agreed otherwise by the WA COMMERCIAL PARTNER, the LOC will ensure that any vending machines at the COMPETITION VENUE exclusively offer products/services of the COMMERCIAL AFFILIATES. Any vending machines offering, selling or advertising competitive products/services or any third party products, must, at the LOC’s cost, be removed or completely covered and may not be operated during the EVENT. The WA COMMERCIAL PARTNER will at its sole discretion determine what constitutes competitive advertising.
- 1.9** The LOC will ensure that the applicable Concession Guidelines issued by WORLD ATHLETICS and the WA COMMERCIAL PARTNER are applied and complied with in connection with any concession at the COMPETITION VENUE.

**1.10** The LOC will provide the WA COMMERCIAL PARTNER and the COMMERCIAL AFFILIATES, free of charge, with suitable space to display, demonstrate and sample their products/services at the SITES. Any installation or material used for such display, demonstration or sampling will be at the COMMERCIAL AFFILIATES' own cost. The LOC will ensure that the ground space to enable the COMMERCIAL AFFILIATES to conduct such activities is made available free of charge.

## **PART 8 – RIGHTS PROTECTION PROGRAMME**

### **1.**

**1.1** The LOC undertakes to include in every agreement it concludes with a third party in connection with the EVENT other than an EVENT SPONSOR the following standard commercial identification prohibition clause (including the use of defined terms in this AGREEMENT):

“The [third party] will not publicise or make any public statement in relation to the services or transaction with the LOC nor claim any affiliation or association with WORLD ATHLETICS, the LOC and/ or the EVENT, including but not limited to (i) in any sales, promotion and advertising materials, verbal representations, client lists, press releases or other written, audio or visual materials, or (ii) by using or allowing the use of WORLD ATHLETICS' and/or the EVENT's trademarks, marks, emblems, logos or mascots or any other designation.”

**1.2** The LOC will, at its own cost, take all available measures and give WORLD ATHLETICS and the WA COMMERCIAL PARTNER all reasonable assistance (including the provision of adequate resources and personnel), to minimise so-called ambush marketing in connection with the EVENT, in particular at and around the OFFICIAL VENUES. In this context ambush marketing means any association with the EVENT (whether direct or indirect) which has not been authorised by WORLD ATHLETICS or the WA COMMERCIAL PARTNER. In particular, the LOC will:

- 1.2.1** not do or allow anything to be done by any third party, including the owner of the COMPETITION VENUE, or the HOST CITY, unless otherwise approved in writing by the WA COMMERCIAL PARTNER, whereby:
- i.** any third party, including any competitor (including their products or services) of a COMMERCIAL AFFILIATE may be entitled to claim any association with the EVENT;
  - ii.** any products or services of a third party other than a COMMERCIAL AFFILIATE become associated with the EVENT; or
  - iii.** any such third party, products and/or services may reasonably be viewed by the public as being associated with the EVENT.
- 1.2.2** not use, or permit the use or display of, any emblem, logo, symbol, name, mascot or mark in connection with the EVENT other than the MARKS or those marks or other identification appearing on the athletes, officials or the equipment used in a competition of the EVENTS;
- 1.2.3** co-operate with WORLD ATHLETICS and the WA COMMERCIAL PARTNER in developing, at least six (6) months prior to the EVENT, a 'Rights Protection Programme' with such measures as may be deemed necessary by WORLD ATHLETICS and the WA COMMERCIAL PARTNER (which may be based on experience in previous WORLD ATHLETICS SERIES);

- 1.2.4** procure assistance from the HOST CITY and all PUBLIC INSTITUTIONS to take all necessary practical measures to combat ambush marketing at the EVENT; and
- 1.2.5** comply with the applicable Rights Protection Programme Guidelines issued by WORLD ATHLETICS and the WA COMMERCIAL PARTNER.

## **PART 9 – ATHLETES/PARTICIPANTS EQUIPMENT AND KIT**

### **1.**

- 1.1** The LOC will ensure that athletes do not carry or receive any branded items during or in the finish areas immediately after their participation in the competitions of the EVENT or the award ceremonies (such as caps, drink bottles, towels).
- 1.2** The LOC will ensure that all athletes and other EVENT participants always wear while in the COMPETITION VENUE where a competition is taking place their national team's KIT as approved by WORLD ATHLETICS, including during award ceremonies and official interviews. To this end, the LOC will provide enough appropriately trained officials to check the KIT, bags, equipment and any other branding carried or worn (e.g. body tattoos, jewellery, etc.) to ensure full compliance with the WORLD ATHLETICS RULES on marketing and advertising.
- 1.3** The design, including the name or logo of any COMMERCIAL AFFILIATES on the athletes bibs (i.e. their competition number card and the presentation bibs) will be solely decided by WORLD ATHLETICS and the WA COMMERCIAL PARTNER at their sole discretion in accordance with the WORLD ATHLETICS RULES on marketing and advertising.
- 1.4** The LOC will ensure that all athletes wear the correct athlete bib and that these are placed properly on the front and the back of their KIT. The LOC will ensure that any name or logo of a COMMERCIAL AFFILIATE is always clearly visible and is not obstructed by an athlete's KIT or by an athlete folding their athletes bib or removing elements of the athletes bib.
- 1.5** The LOC will ensure that appropriate checks of all athletes and other EVENT participants (coaches, performance staff, medics etc.) are conducted prior to entering the competition arena at the Call Room(s) to ensure compliance with the WORLD ATHLETICS RULES on marketing and advertising.
- 1.6** The WA COMMERCIAL PARTNER will arrange and pay for the production of three (3) sets of athletes' bibs for the EVENT. If the LOC has specific requirements in addition to the standard three (3) sets of athletes' bibs, the LOC will bear the specific costs incurred. If an EVENT SPONSOR appointed by the LOC has the right (with the WA COMMERCIAL PARTNER's approval) to have its name/logo on the female and/or male athletes bibs, the costs of such athletes bibs will be borne by the LOC and the LOC will submit the finished "in proportion" artwork of the name/logo of such bib sponsor to the WA COMMERCIAL PARTNER sufficiently in advance according to the WA COMMERCIAL PARTNER's written instructions.
- 1.7** For an EVENT incorporating a mass participation event as agreed with WORLD ATHLETICS, the commercial identification on the mass participation race athletes' bibs follows in principle the elite athletes' bibs. The design of such mass participation race athlete bibs will be as instructed and approved in advance by WORLD ATHLETICS and the WA COMMERCIAL PARTNER. The LOC will be

fully responsible for the production and costs of all such mass participation race athlete bibs, whether or not they have COMMERCIAL AFFILIATES (including WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS) on it.

## **PART 10 – OFFICIAL PRINT MATERIAL, DIGITAL AND AUDIO-VISUAL CONTENT**

### **1. Approvals**

#### **1.1 Any and all:**

- 1.1.1** public communications
- 1.1.2** OFFICIAL PRINT MATERIAL;
- 1.1.3** DIGITAL CONTENT;

relating to or for the EVENT will be submitted to WORLD ATHLETICS and the WA COMMERCIAL PARTNER in English for prior approval and will contain such MARKS, EVENT LOOK and COMMERCIAL AFFILIATE recognition as approved and deemed necessary by WORLD ATHLETICS and production of the OFFICIAL PRINT MATERIAL will be in accordance with any further instructions received from WORLD ATHLETICS and the WA COMMERCIAL PARTNER.

- 1.2** WORLD ATHLETICS is the ultimate authority in respect of decisions on the editorial content of any OFFICIAL PRINT MATERIAL and DIGITAL CONTENT. The WA COMMERCIAL PARTNER is the ultimate authority in respect of decisions regarding the commercial identification and advertising in or on OFFICIAL PRINT MATERIAL.
- 1.3** The LOC may seek to agree with WORLD ATHLETICS procedures that clarify which categories of communication, if any, may be covered by a pre-agreed approvals process. WORLD ATHLETICS may, at its sole discretion, authorise the LOC to use an expedited approvals process for certain communications, including on social media.

### **2. Content**

#### **2.1 All OFFICIAL PRINT MATERIAL and DIGITAL CONTENT must contain:**

- 2.1.1** the EVENT LOOK;
- 2.1.2** the EVENT logo;
- 2.1.3** the names and logos of the COMMERCIAL AFFILIATES determined by the WA COMMERCIAL PARTNER.

- 2.2** The WA COMMERCIAL PARTNER has the sole right to decide on any commercial identification or advertising in or on any OFFICIAL PRINT MATERIAL and DIGITAL CONTENT. No party other than a COMMERCIAL AFFILIATE will be entitled to have any commercial identification or advertising in or on any OFFICIAL PRINT MATERIAL and DIGITAL CONTENT. The LOC may not accept or place any commercial identification or advertising, whether paid for or complimentary, in or on any OFFICIAL

PRINT MATERIAL and DIGITAL CONTENT without the prior written approval of WORLD ATHLETICS and the WA COMMERCIAL PARTNER.

- 2.3** The LOC will ensure that photographic images used in or on any OFFICIAL PRINT MATERIAL and DIGITAL CONTENT do not prominently show commercial branding. The LOC will use photographic images depicting the branding of a COMMERCIAL AFFILIATE or no branding whatsoever.
- 2.4** The LOC will print the appropriate designation of any Commercial Affiliate (e.g. “WORLD ATHLETICS PARTNERS”) above the name/logo of such COMMERCIAL AFFILIATE when it appears on any OFFICIAL PRINT MATERIAL and DIGITAL CONTENT.
- 2.5** The LOC will include composite pages with the names and logos of the COMMERCIAL AFFILIATES as instructed by the WA COMMERCIAL PARTNER in all relevant OFFICIAL PRINT MATERIAL and DIGITAL CONTENT.

### 3. Costs

- 3.1** The LOC is responsible for cost of the design, production, printing, delivery and distribution of any OFFICIAL PRINT MATERIAL and DIGITAL CONTENT unless WORLD ATHLETICS and the WA COMMERCIAL PARTNER instruct otherwise.
- 3.2** The LOC will, at its own cost and free of charge, provide WORLD ATHLETICS, the WA COMMERCIAL PARTNER, each COMMERCIAL AFFILIATE, the BROADCASTERS, VIP guests, media representatives, teams and any other nominated groups with the number of copies of those OFFICIAL PRINT MATERIAL of the EVENT as specified by WORLD ATHLETICS and the WA COMMERCIAL PARTNER (including the Official Programme, daily programme (if any), VIP guide, media guide, start/result lists). If such OFFICIAL PRINT MATERIAL is not printed, the LOC will provide a digital version.

### 4. Official Programme

- 4.1** Each WORLD ATHLETICS PARTNER, WORLD ATHLETICS SUPPORTER and WORLD ATHLETICS SUPPLIER and EVENT Supporter will receive, free of charge, 1 full–page colour advertisement in the Official Programme. Each EVENT Supplier, Public Institution and Geographical Host may receive 1 half-page colour advertisement in the Official Programme. A Title Partner, if any, may receive 2 full-pages colour advertisement.
- 4.2** The inside front and back cover pages of the Official Programme are reserved for WORLD ATHLETICS. The inside and outside back cover page may otherwise be used for the WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS, WORLD ATHLETICS SUPPLIERS and EVENT SPONSORS composite page further described below. The WA COMMERCIAL PARTNER will determine the order of all advertisement pages upon receiving the pagination of the Official Programme. The COMMERCIAL AFFILIATES advertisements must face a page of editorial material or photographs and not another advertisement. If additional advertising space in the Official Programme becomes available, the LOC will inform the WA COMMERCIAL PARTNER of such additional advertising space for the WA COMMERCIAL PARTNER to propose such additional advertising space to the WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS.

- 4.3** The EVENT logo must appear on the front cover. The logo of the OM may appear on the front cover. No commercial presence is allowed on the front cover.

## **5. Composite Pages in OFFICIAL PRINT MATERIAL**

- 5.1** The LOC will include so-called “composite pages” which contain the names/logos of each COMMERCIAL AFFILIATE for the EVENT in accordance with instructions from the WA COMMERCIAL PARTNER in the Official Programme and all official publications of the EVENT as herein set out.
- 5.2** WORLD ATHLETICS PARTNERS, WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS must receive one composite page in all official publications (other than the Official Programme) in a manner to be determined by the WA COMMERCIAL PARTNER and WORLD ATHLETICS.
- 5.3** Recognition for the WORLD ATHLETICS SUPPORTERS and WORLD ATHLETICS SUPPLIERS will be included either (i) in the composite page of the WORLD ATHLETICS PARTNERS, subject to availability and if requested by the WA COMMERCIAL PARTNER and WORLD ATHLETICS or (ii) in the composite page of the EVENT SPONSORS.
- 5.4** EVENT SPONSORS may together receive one separate composite page in the other official publications where possible (such other official publications to be defined by the WA COMMERCIAL PARTNER on a case-by-case basis).
- 5.5** The composite page of the WORLD ATHLETICS PARTNERS must be on the last page or on the inside or outside back cover page of the official publication, if available, as instructed by the WA COMMERCIAL PARTNER.
- 5.6** The composite page of the EVENT SPONSORS may not be on the last page or on the inside or outside back cover of the Official Programme or other official publication as determined by the WA COMMERCIAL PARTNER.
- 5.7** The names/logos of the COMMERCIAL AFFILIATES will appear in alphabetical order (or reverse) within their sponsorship tier, unless otherwise decided by the WA COMMERCIAL PARTNER. If any name/logo of a COMMERCIAL AFFILIATE does not contrast with the background, it must be placed in a “frame” to ensure that the COMMERCIAL AFFILIATE’s name/logo appears equal in size to those other COMMERCIAL AFFILIATES in the same sponsorship tier. The relative sizes of names/logos of the COMMERCIAL AFFILIATES will be decided by the 2/3rds rule: this means that the size of the names/logos of any COMMERCIAL AFFILIATES that are not WORLD ATHLETICS PARTNERS or WORLD ATHLETICS Media Partners (or Title Partner if any) may not be greater than 2/3 the size of the names/logos of the WORLD ATHLETICS PARTNERS.
- 5.8** Any official publication will not contain more than three (3) composite pages.

## **6. Official Poster**

- 6.1** The official poster must include the official EVENT title, the EVENT logo and the name/logo of the WORLD ATHLETICS PARTNERS. The names/logos of the WORLD ATHLETICS PARTNERS must be printed in a line at the bottom of the official poster in corporate style and colours (beneath appropriate designations such as “World Athletics Partners”). The names/logos of the EVENT

SPONSORS may not appear on the official poster, including any representation contained in photographic images. No party other than the WORLD ATHLETICS PARTNERS will receive any representation or identification in any manner on the official poster. A separate version of the official poster should be produced for each WORLD ATHLETICS PARTNER bearing only the logo of that WORLD ATHLETICS PARTNERS.

- 6.2** In respect of any paper size, the full width of the paper and 20% of the total height must be allocated to the names/logos of the WORLD ATHLETICS PARTNERS.
- 6.3** At least at the World Athletics Championships, the LOC will use its reasonable effort to provide printed official posters. Subject to the foregoing, the LOC may replace the printed official poster with a digital solution. In such case, the LOC will provide WORLD ATHLETICS, the WA COMMERCIAL PARTNER and each WORLD ATHLETICS PARTNER, with the digital tool kit, in lieu and place of the printed official poster.



# SCHEDULE 3 - BROADCAST AND PLATFORMS

## 1. Appointment

- 1.1** WORLD ATHLETICS is the exclusive provider of the Host Broadcasting Services and Rate Card Services for the EVENT. The LOC acknowledges and agrees that as an exclusive right of WORLD ATHLETICS it is for WORLD ATHLETICS to appoint the HOST BROADCASTER to deliver the Host Broadcasting Services and Rate Card Services and, accordingly is outside of the scope of any tender or procurement process or procedure that the LOC may have in place or be subject to.
- 1.2** WORLD ATHLETICS shall appoint, as a sub-contractor to WORLD ATHLETICS, a HOST BROADCASTER in respect of the entire EVENT. The terms of such appointment will be subject to a separate Host Broadcasting services agreement to be entered into between WORLD ATHLETICS and the HOST BROADCASTER.
- 1.3** WORLD ATHLETICS, through the HOST BROADCASTER (and its subcontractors), shall undertake the Host Broadcasting Services with respect to the EVENT with the responsibility of producing the audio-visual broadcast signal of the EVENT and to provide certain related host broadcaster services.
- 1.4** The financial and funding responsibilities remain with the LOC in relation to the HOST BROADCASTER's activities under the EVENT budget.

## 2. Fees

### Host Broadcasting Fee

- 2.1** In consideration of WORLD ATHLETICS providing the Host Broadcasting Services (or procuring the provision of Host Broadcasting Services and WBM Services through the HOST BROADCASTER and its subcontractors) the LOC shall pay WORLD ATHLETICS the following host broadcasting fee (which shall be final) (the "Host Broadcasting Fee"): twelve million US Dollars (US\$12,000,000).
- 2.2** The Host Broadcasting Fee will be paid to WORLD ATHLETICS in the following instalments (so that each instalment is actually received by the Host Broadcaster in cleared funds on or before the relevant date):
  - 2.2.1** 50% of the Host Broadcasting Fee 1 Year before the scheduled start date of the EVENT;
  - 2.2.2** 40% of the Host Broadcasting Fee 6 Months before the scheduled start date of the EVENT;
  - 2.2.3** 10% of the Host Broadcasting Fee 1 Week before the scheduled start date of the EVENT.

### WBM Services Fee

- 2.3** The WBM Services Fee for WORLD ATHLETICS providing the WBM Services (or procuring the provision of WBM Services through the HOST BROADCASTER and its subcontractors) in accordance with Paragraph 6, is included in the Host Broadcasting Fee.

## 3. Host Broadcasting Services and LOC Services

- 3.1** WORLD ATHLETICS and the LOC shall (and WORLD ATHLETICS shall procure that the HOST BROADCASTER and its subcontractors shall) comply with and perform/provide the matters specified in this AGREEMENT and in the “Broadcast Requirements” (being the broadcast requirements produced by WORLD ATHLETICS and/or the HOST BROADCASTER (including any annexes) which details the Host Broadcasting Services and LOC Services, as the same may be amended by WORLD ATHLETICS from time to time (the version of which is in force at the EFFECTIVE DATE is set out at Appendix 1) which are required to be complied with or are stated to be performed by WORLD ATHLETICS (“Host Broadcasting Services”) and the LOC (“LOC Services”) respectively.
- 3.2** WORLD ATHLETICS and the LOC shall (and WORLD ATHLETICS shall procure that the HOST BROADCASTER and its subcontractors shall) comply with all provisions relating to broadcasting contained in the EVENT GUIDE.
- 3.3** A summary of the Host Broadcasting Services including the general scope of works of the Host Broadcasting Services to be procured by WORLD ATHLETICS through the HOST BROADCASTER is provided in Paragraph 3.4 below. A summary of the LOC Services including the general scope of works, equipment, general media services and financial responsibilities of the LOC is provided in Paragraph 3.5 below. A more detailed scope of works of the Host Broadcasting Services and LOC Services is set out in the separate Broadcast Requirements.
- 3.4** Host Broadcasting Services scope of works:
- The HOST BROADCASTER shall work closely with WORLD ATHLETICS and the LOC to ensure that all aspects of live and non-live broadcast production of the EVENT are produced to the highest possible standards.
  - Sufficient personnel (full and part time) to carry out HOST BROADCASTER operations;
  - Production of Integrated Signal Feeds (IS) and Complete Integrated International Television Program (CIIP). The production of the international television and radio signal is the responsibility of the HOST BROADCASTER. The signal will provide comprehensive and unbiased coverage of the sport of athletics at the EVENT. The international signal will exclude elements of a unilateral or national character both in vision and in sound, such as interviews, on-camera appearances of commentators, and any advertising other than that of the Commercial Affiliates. There must be no focus on any specific country;
  - The coverage shall include titles, slow motion replays, basic graphics (as provided by the service company appointed by WORLD ATHLETICS), and other on-screen identification requested by WORLD ATHLETICS or its designees in accordance with the Applicable Laws and regulations in the local territory where the EVENT is taking place (including accessibility requirements). The graphics text will be in English;
  - For non-stadia WAS Events, the HOST BROADCASTER coverage will ensure that cameras are placed to give a good view of the start and finish line both from a head-on and side-on angle. Careful planning and co-ordination with WORLD ATHLETICS, the Technical Delegate and the Press Delegate will need to take place, particularly with regard to the location of finishing funnels for athletes, access for officials and camera and photographers’ platforms;
  - Availability of the IS and CIIP in the Broadcast Compound and International Gateway;
  - Sufficient qualified staff to carry out production of the IS Feeds and CIIP;

- Commentary switching and distribution to all BROADCASTERS;
- Quality control of signals;
- Production of daily highlights program and other short-form programming;
- Responsible to provide all recordings and archiving of the IS feeds and CIIP and all other feeds produced to WORLD ATHLETICS;
- Provision of opening montage of animated Competition logo - to be agreed with WORLD ATHLETICS;
- Provision of bookable facilities according to the BROADCASTERS' requests;
- Staff to act as broadcast liaison officers;
- Broadcast liaison and broadcast manuals;
- Co-ordination of all BROADCASTERS' requests; and
- Install sufficient sound pick up at the Competition Venues.

### 3.5 LOC Services scope of works and financial responsibilities of the LOC (venues & infrastructure):

- Assist the HOST BROADCASTER and provide: (i) common services, such as technical and logistical support; (ii) equipment and services necessary for the HOST BROADCASTER to be able to successfully operate and broadcast the EVENT; and (iii) services that relate to various authorities including visas, customs & freight, licences for radio frequencies and drones etc.;
- Ensure that all relevant authorisations, permissions and consents are obtained from appropriate authorities of the HOST COUNTRY for the HOST BROADCASTER. This includes clearance for broadcast equipment such as RF cameras and microphones, drones, radios (walkie-talkies) etc. In addition, the LOC will ensure that a sufficient number of radio frequencies are allocated to the HOST BROADCASTER and that these are provided free of charge. The LOC will communicate the process for this well in advance, and in the case of the WCH no later than 12 months prior to the EVENT.
- The specifications and location of such broadcast venues and infrastructure are to be agreed in writing with the HOST BROADCASTER and WORLD ATHLETICS;
- Full financial responsibility towards the HOST BROADCASTER over Television coverage cost;
- Full financial responsibility towards the HOST BROADCASTERS' accommodation & full board meals cost;
- Provision of uninterrupted power and lighting of venue to agreed standards to all broadcast areas;
- Location and space of IBC, Broadcast Compound and construction to be agreed with WORLD ATHLETICS Broadcast Department and the HOST BROADCASTER. The parties acknowledge that this is the focal point of all broadcast feeds, facilities, and operations at major championships, for the HOST BROADCASTER and is the location where the HOST BROADCASTER receives, monitors and distributes the international TV and radio signals. The IBC houses HOST BROADCASTER's technical and production areas, administration and production offices, the broadcast services office, and other operational areas as may be required;

- Provision of work areas and the infrastructure at the Competition Venue and in the IBC for the data and timing suppliers, and for the distribution of the information and the associated logistical requirements;
- Provision of fast and efficient access to competition information (start lists and results etc.) so that the HOST BROADCASTER can include such information in its broadcast;
- Security of all HOST BROADCASTER, BROADCASTERS & Media equipment at the venue and access control to all broadcast areas;
- Construction of common broadcast areas;
- Construction of interview areas (including interview rooms and Mixed Zones);
- Construction & Space of the Commentary/Reporting positions;
- Provision of parking places close to working areas for an agreed number of the HOST BROADCASTER and BROADCASTERS;
- Provision of a fully equipped WORLD ATHLETICS Broadcast Department office in the IBC;
- Provision of fully equipped WORLD ATHLETICS commentary positions;
- Provision of agreed number telecommunication lines as requested for the use of the HOST BROADCASTER;
- Provision of CIS at commentary positions (unless otherwise advised by WORLD ATHLETICS);
- Provision and cabling of CATV monitors for feeds in the IBC, Host Broadcaster Compound, Commentary/Reporting positions and other common Media Areas;
- Construction of camera platforms for HOST BROADCASTER and BROADCASTERS common use (dismantling of stadium seating if required in agreement with the HOST BROADCASTER and the WORLD ATHLETICS Broadcast Department). Broadcast camera platforms should always take priority over photographers' platforms, but a collaborative approach should be adopted to ensure that all parties are able to achieve successful shots, whilst at the same time not impeding the work of National Competition Officials, and ensuring safe conditions for the athletes. All coverage will be produced with the complement and positioning of cameras as selected by the HOST BROADCASTER in consultation with WORLD ATHLETICS according to the EVENT. There must be no view obstruction to any broadcast position, all positions must have clear line of sight to the field of play. The camera positions must be carefully co-ordinated with those allocated to photographers so that all parties can carry out their duties unimpeded.
- For non-stadia EVENTS, roads will need to be closed prior to competition days to allow for set-up of HOST BROADCASTER equipment and also rehearsals of broadcast coverage. These requirements will be communicated to the LOC by the HOST BROADCASTER and the LOC will be required to implement these road closures in co-ordination with the relevant authorities. Mobile cameras should have an uninterrupted view of the runners throughout the race, and any on-course photographers' vehicles must not come between the broadcast cameras and the athletes;
- Provision of computers & cabling and other facilities according to rate cards;
- Provision of an agreed number of telecommunication facilities for use by broadcasters according to the rate card;

- Provision of high-speed photocopiers for the IBC according to rate cards and Broadcast Compound;
- Public address system operating at agreed level in commentary areas;
- Provide, in a timely manner, such information as the HOST BROADCASTER may reasonably require in relation to the LOC's obligations and ensure that it is accurate and complete in all material respects;
- Ensure that all locations at the VENUE where the Personnel are to perform any services are safe and comply with local and international health and safety standards and shall provide health and safety risk
- assessments to the HOST BROADCASTER in respect of the same on a timely basis prior to the EVENT; and
- If and to the extent required by WORLD ATHLETICS, observe and perform those elements of the WORLD ATHLETICS COVID PROTOCOL to be observed and performed by the LOC.
- The LOC will deliver all broadcasting milestones assigned to it in the separate milestone document to be agreed between the parties (as amended from time to time), which shall set out the key operational deliverables to be undertaken by, and responsibilities assigned to, WORLD ATHLETICS, the HOST BROADCASTER and the LOC in relation to the EVENT.

#### 4. HOST BROADCASTER Production and Production Plan

**4.1 Production Plan** - A full production plan, encompassing all HOST BROADCASTER production elements, will be produced and distributed by the HOST BROADCASTER/WORLD ATHLETICS no later than six (6) months before the EVENT ("**Production Plan**"). This Production Plan will form the basis for all HOST BROADCASTER production requirements specific to the EVENT, though may be subject to change as necessary. Graphics form an integral part of the Production Plan and will be incorporated by the HOST BROADCASTER into the production of the television signals. The production plan shall include details on WORLD ATHLETICS' reasonable requirements for spaces and facilities pertaining to a number of the Functional Areas and the parties shall agree a timeline for the supply of relevant design drawings of HOST BROADCASTER spaces (for both the IBC/Broadcast Compound and venues). Further information on broadcasting spaces and facilities required for the EVENT shall be documented in the relevant Space Data Sheets.

**4.2 Planning Timeline** - The HOST BROADCASTER will maintain a project timeline that will include all major Strategic Phases and Milestones. This plan will be developed in conjunction with WORLD ATHLETICS and LOCs, with the status monitored through the milestones. The HOST BROADCASTER coverage is based around the philosophy of 'bringing the viewer closer to the action'. Each Production Plan should build on the legacy of previous competitions, and each EVENT should see enhancements and improvements in quality and standards. The coverage should include new and varied camera angles, the deployment of innovative information and technologies, and a wide selection of feeds (as relevant), to enhance and evolve the viewer experience. The multi-lateral coverage will provide comprehensive and unbiased coverage of the sport, with no unilateral elements. The Production Plan should be crafted in such a way as to showcase the immense physical and technical feats of the athletes, their personalities, motivations, and their trials and tribulations, bringing the viewer into the competition arena and thus closer to the action.

- 4.3 Television Production Budget and Cost Reporting** - The television production budget comprising of the costs and expenses of the Host Broadcasting Services (including travel & accommodation of the Host Broadcasting staff); LOC Services; Rate Card Services; and WBM Services or such other services in connection with television production as described in this Schedule 3 and/or Broadcast Requirements is set out in the Event Budget. With effect from and in respect of the first full calendar month after the date of this Agreement and until the calendar month prior to the EVENT, the HOST BROADCASTER shall provide the LOC with a monthly cost tracking reports (in a format to be agreed between the parties) showing its estimate of the final costs which it will incur in relation to each costs line shown in the cost report and whether it anticipates an overspend or underspend in relation to each such costs line of the television production budget.
- 4.4 Broadcast Rate Card Service** - The “**Rate Card Services**” offer a range of services, facilities and equipment to Rights Holding Broadcasters (“**RHBs**”) that would customarily be expected the EVENT, including the provision of additional feeds of coverage of particular aspects of the EVENT and/or other services which the HOST BROADCASTER may supply to RHBs pursuant to the rate card for the Rate Card Services as issued to RHBs and updated by or on behalf of WORLD ATHLETICS or the HOST BROADCASTER, from time to time (“**Rate Card**”). The Rate Card Service shall include the Rate Card Services to be provided by the LOC to WORLD ATHLETICS and the HOST BROADCASTER to enable the HOST BROADCASTER to supply the same to the RHBs, as described in Paragraph 5 (the “**LOC Rate Card Services**”). The HOST BROADCASTER will develop in conjunction with the LOC a Rate Card document that integrates equipment and services to be provided by both parties. The HOST BROADCASTER booking office will be responsible for invoicing, receipt of payments from RHBs, and maintaining fully auditable records. The prices for equipment and services will be at commercial rates that can be justified to RHBs.
- 4.5 Drawings** - The HOST BROADCASTER will supply the LOC with all relevant design drawings of HOST BROADCASTER spaces (for both the IBC/Broadcast Compound and venues) in a timely manner and to a timeline agreed in the Planning Phase. The LOC will supply the HOST BROADCASTER with accurate construction and overlay drawings of all venues in the agreed timeline.
- 4.6 Publications** - The HOST BROADCASTER in consultation with WORLD ATHLETICS will provide relevant information manuals for RHBs, depending on the scale of the EVENT. For all EVENTS a Broadcast Guide containing information such as production plans, competition schedules, along with organisational, logistical and operational information will be produced. For the WCH only, a World Broadcaster Manual will be produced for the World Broadcaster Meeting (“**WBM**”) for the EVENT, and for the other WAS EVENTS, an ‘Offer to the Broadcaster’ is produced which is a simpler version of the World Broadcast Manual. The LOC will be expected to contribute local knowledge and information to any such guides.

## 5. Rate Card Services

- 5.1** WORLD ATHLETICS shall, or shall procure that the HOST BROADCASTER provides the Rate Card Services to the RHBs in accordance with the Rate Card, the Broadcast Requirements (where relevant) and Best Industry Practice and at the times required to satisfy the relevant orders for Rate Card Services from RHBs.
- 5.2** The LOC will provide the LOC Rate Card Services to the HOST BROADCASTER to enable the HOST BROADCASTER to supply the same to the RHBs. The LOC will provide the LOC Rate Card Services to

the HOST BROADCASTER in accordance with the Rate Card, the Broadcast Requirements (where relevant) and best industry practice and at the times required to satisfy the relevant orders for LOC Rate Card Services from RHBs.

- 5.3** The LOC and WORLD ATHLETICS acknowledge that the Rate Card must be finalised by no later than six (6) weeks prior to the WBM to allow the Rate Card to be provided to RHBs on a timely basis. The LOC and WORLD ATHLETICS further acknowledge that this requires the LOC to agree with WORLD ATHLETICS and the HOST BROADCASTER the details of the LOC Rate Card Services and the prices for such services which are to be charged by the LOC to WORLD ATHLETICS and/or the HOST BROADCASTER by no later than six (6) weeks prior to the WBM.
- 5.4** The LOC agrees that it shall supply the LOC Rate Card Services to WORLD ATHLETICS and/or the HOST BROADCASTER 'at cost' with no mark up or profit margin added and will evidence such pricing to the HOST BROADCASTER on request. The LOC agrees with WORLD ATHLETICS and the HOST BROADCASTER that it will not increase the prices it will charge to WORLD ATHLETICS or the HOST BROADCASTER for the LOC Rate Card Services after the prices for such LOC Rate Card Services have been published in the Rate Card (or as an update to the Rate Card) or, in the case of an LOC Rate Card Service which is stated to be "POA" (i.e. "price on application") in the Rate Card, after the price for that LOC Rate Card Service has been given to the relevant RHB. The HOST BROADCASTER will inform the LOC of the Rate Card prices which will be charged to RHBs for the LOC Rate Card Services once the same have been approved by WORLD ATHLETICS.
- 5.5** The LOC will invoice the HOST BROADCASTER for such LOC Rate Card Services in US dollars and the HOST BROADCASTER will pay such invoices in US dollars. Such invoices will not include any taxes, duties or other levies. Subject to the LOC having paid the Host Broadcasting Fee and any other sums due to the HOST BROADCASTER under this AGREEMENT in full to WORLD ATHLETICS, WORLD ATHLETICS shall, or shall procure that the HOST BROADCASTER shall, pay such invoices within thirty (30) days of WORLD ATHLETICS or the HOST BROADCASTER receiving the LOC's relevant invoices.
- 5.6** Subject to the LOC having paid in full the Host Broadcasting Fee and any other sums due to the WORLD ATHLETICS and/or the HOST BROADCASTER under this AGREEMENT, WORLD ATHLETICS shall, or shall procure that the HOST BROADCASTER shall, within [90] days of the end of the EVENT inform the LOC of the amount of the LOC Rate Card Services Surplus (if any) and will pay the LOC a 50% share of any such LOC Rate Card Services Surplus in US dollars within 45 days of receiving the LOC's invoice for such share. For the purposes of this Paragraph 5.6, "**LOC Rate Card Services Surplus**" means the sum of the following: the revenues actually received by WORLD ATHLETICS and/or the HOST BROADCASTER from RHBs in respect of the provision to them of LOC Rate Card Services less: (i) any sales or similar taxes; (ii) the cost of the LOC Rate Card Services paid or payable by WORLD ATHLETICS and/or the HOST BROADCASTER to the LOC (including any irrecoverable sales or similar taxes); (iii) a share of the cost of the Rate Card Services bookings team, the bookings system software and any other costs and expenses incurred by WORLD ATHLETICS or the HOST BROADCASTER in relation to the provision of the Rate Card Services such share of such costs to be the same percentage share which (i) the revenues actually received by WORLD ATHLETICS or the HOST BROADCASTER from RHBs in respect of the provision to them of LOC Rate Card Services represent as a percentage of (ii) the total revenues actually received by WORLD ATHLETICS or the HOST BROADCASTER from RHBs in respect of the provision to them of all the Rate Card Services.

## 6. WBM Services

- 6.1** The “**WBM Services**” comprise of the services to be provided by WORLD ATHLETICS and/or the HOST BROADCASTER from the date of this AGREEMENT until the end of the WBM, including planning for and producing the WBM, contracting key personnel and sub-contractors and conducting site visits to the VENUE.
- 6.2** The “**LOC WBM Services**” comprise of the facilities and services to be provided by the LOC to WORLD ATHLETICS and/or the HOST BROADCASTER to enable the WBM to take place in the HOST COUNTRY including the provision of a suitable meeting venue and the provision of access for the WBM delegates to all World Championship venues including the VENUE, the relevant hotels and any other relevant facilities and places.
- 6.3** The WBM Services shall include the production of the following deliverables by the HOST BROADCASTER:
- 6.3.1** production of the part physical/part virtual WBM meetings including tours of venues and live Q&A sessions;
  - 6.3.2** creation and design of content including 360° videos, design and build of website/platform, uploading of content and access credentials for rights holders, cloud storage of content;
  - 6.3.3** production of the World Broadcasting Manual and its distribution to RHBs. Such Manual will include production plans and competition schedules together with organisational, logistical and operational information relating to the EVENT and the Feeds including the availability and pricing of the Rate Card Services
- 6.4** The HOST BROADCASTER shall:
- 6.4.1** supply the WBM Services to the LOC in accordance this AGREEMENT and in accordance with best industry practice using personnel with sufficient skill and training;
  - 6.4.2** in supplying the WBM Services comply with all applicable laws, statutes and regulations from time to time in force including but not limited to the HOST COUNTRY;
  - 6.4.3** to the extent that any deadlines, timelines or other milestones apply to the provision of the WBM Services or otherwise at the request of WORLD ATHLETICS, update and liaise with the LOC and, as required, WORLD ATHLETICS in respect of the HOST BROADCASTER’S progress towards meeting the same;
  - 6.4.4** observe and ensure that the personnel observe all health and safety rules and regulations and any other security requirements that apply from time to time at the WBM; and
  - 6.4.5** provide, in a timely manner, such information as the LOC may reasonably require in relation to the WBM Services and ensure that it is accurate and complete in all material respects, and in relation thereto shall liaise and attend (which attendance may be virtual e.g. via zoom) such meetings with the LOC and such other persons as the LOC may reasonably request from time to time.
- 6.5** The LOC shall:



- 6.5.1** co-operate with WORLD ATHLETICS and the HOST BROADCASTER in all matters relating to the WBM and the provision by the HOST BROADCASTER of the WBM Services and shall perform/provide the LOC WBM Services free of charge, such performance/provision to be in accordance with best industry practice and on a timely basis and/or as reasonably requested by WORLD ATHLETICS and the HOST BROADCASTER;
- 6.5.2** in supplying the LOC WBM Services, comply with all applicable laws, statutes and regulations from time to time in force including in the HOST COUNTRY;
- 6.5.3** provide, in a timely manner, such information as WORLD ATHLETICS and the HOST BROADCASTER may reasonably require in relation to the WBM, the WBM Services, the LOC WBM Services and the Rate Card Services, and ensure that it is accurate and complete in all material respects, and liaise and attend (which attendance may be virtual e.g. via zoom) such meetings with WORLD ATHLETICS and the HOST BROADCASTER and such other persons as WORLD ATHLETICS and the HOST BROADCASTER may reasonably request from time to time; and
- 6.5.4** procure that all locations relating to the WBM where the personnel are to perform the WBM Services are safe and comply with local and international health and safety standards and shall, if requested, provide health and safety risk assessments to WORLD ATHLETICS and the HOST BROADCASTER in respect of the same on a timely basis prior to the WBM.

## 7. Copyright, Ownership and Licences

- 7.1** As between the parties, WORLD ATHLETICS shall retain and own the entire copyright and all other right, interest and title in and to all feeds, daily highlights programme of the EVENT and all other audio and/or visual content to be produced by the WORLD ATHLETICS and/or the HOST BROADCASTER of the EVENT (as described in more detail in the BROADCAST REQUIREMENTS (the “Feeds”) throughout the world and in all media (whether now known or hereafter devised) for the full period of copyright therein including all renewals, revivals and extensions thereof.
- 7.2** WORLD ATHLETICS hereby grants to the LOC a non-exclusive, royalty-free, non-transferable and revocable right and licence to use the Feeds to the extent required to perform its obligations under this Schedule and to enable the LOC to perform its obligations under the AGREEMENT and as may otherwise be authorised in writing by WORLD ATHLETICS from time to time.
- 7.3** The LOC hereby grants to the WORLD ATHLETICS and the HOST BROADCASTER (for themselves and on behalf of their sub-contractors) a non-exclusive, royalty-free licence to use any names, symbols, logos, service marks and trademarks owned by the LOC relating to the WBM and/or the EVENT (“LOC Marks”) solely to the extent necessary to produce the Feeds and provide the Host Broadcasting Services and the Rate Card Services and as otherwise permitted in this AGREEMENT.
- 7.4** If the Feeds include material owned by a third party (other than that third party material referred to in Paragraph 7.5 and 7.6 and any third party material provided by the LOC), WORLD ATHLETICS and/or the HOST BROADCASTER shall obtain and pay for a licence of any such third party material on such terms as shall be required to enable WORLD ATHLETICS, the HOST BROADCASTER, the LOC and any Broadcast Licensees to use the Feeds in accordance with this AGREEMENT.

- 7.5** In relation to any musical composition or sound recording synchronised into the Feeds by WORLD ATHLETICS and/or the HOST BROADCASTER, other than those referred to in Paragraph 7.6, WORLD ATHLETICS and/or the HOST BROADCASTER will obtain and pay for any synchronisation licences required to enable the LOC and any Broadcast Licensees to use the Feeds but neither WORLD ATHLETICS nor the HOST BROADCASTER shall (unless otherwise agreed in writing) be responsible for obtaining or paying for any other licences from a performing rights society or any other third party in respect of the public performance, broadcast or online use of such musical compositions or sound recordings.
- 7.6** The LOC agrees that, notwithstanding anything to the contrary in this AGREEMENT, neither WORLD ATHLETICS nor the HOST BROADCASTER shall have any liability or responsibility in respect of any copyright work, performance, person or other matter appearing in the EVENT or at the VENUE and who/which is unavoidably and/or necessarily included or depicted in the Feeds (as opposed to being produced, added or inserted by WORLD ATHLETICS or the HOST BROADCASTER, in respect of which Paragraph 7.2 to 7.5 shall apply) including advertising hoardings, athletes', officials' and spectators' clothing, crowd noise, words spoken by athletes, officials and others, music, national anthems and the spoken contents of interviews (other than words spoken by the Personnel in interviews conducted by the Personnel) and, unless agreed between the parties in writing, neither WORLD ATHLETICS nor the HOST BROADCASTER shall have any responsibility to obtain any consents, approvals, licences or waivers in respect of the same. As between the parties, the LOC shall be solely responsible for obtaining sufficient clearances in respect of such copyright works, performances, persons or other matters appearing in the EVENT or at the VENUE and who/which will or may be included (in sound or vision) in the Feeds to enable the WORLD ATHLETICS, the HOST BROADCASTER, the LOC and any Broadcast Licensees to use and exploit the Feeds.

## APPENDIX 1 – BROADCAST REQUIREMENTS

Appendix 1 Broadcast Requirements to be provided by World Athletics Broadcasting at a later stage.

# SCHEDULE 4 - DATA PROTECTION

## 1. DEFINITIONS

**1.1** The following terms shall have the meanings set out below in this Schedule 4.

"Contact Data"	means the personal data of each party's Personnel processed by another Party, under, or in connection with, this AGREEMENT;
"Data Exporter"	means a party which transfers or gives access to World Athletics Data to another party in a different country;
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject in connection with the EVENT, including the laws of the HOST COUNTRY, Monaco Law 1,165 dated December 23, 1993 and GDPR (including any applicable national implementation legislation);
"Data Transfer Agreement"	means the Standard Contractual Clauses approved by the European Commission for transfers from Controllers in the European Economic Area ('EEA') to Processors outside the EEA as updated and/or amended from time to time (being as at the Effective Date the clauses approved by Commission Decision 2010/87/EU, dated 5 February 2010);
"EEA"	European Economic Area;
"Data Subject Request"	means an actual or purported subject access request or notice or complaint from (or on behalf of) a data subject exercising his rights under the GDPR;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) 0J L 119/1, 4.5.2016;
"Government Access"	means: (a) a request for disclosure of World Athletics Data transferred in accordance with paragraph 4 by a public authority under the laws of the country of destination; or (b) direct access to World Athletics Data transferred in accordance with paragraph 4 by a public authority under the laws of the country of destination;
"Permitted Recipients"	means the third parties to whom the OM and/or the LOC is permitted to disclose the Personal Data, as set out in more detail in Appendix 2 (Permitted Recipients);
"Personal Data"	has the meaning given to it in the Data Protection Legislation and for the purposes of this Agreement includes special categories of Personal Data as described in Article 9 of the GDPR and Personal Data relating to criminal convictions and offences, as described in Article 10 of the GDPR;
"Personal Data Breach"	has the meaning set out in the GDPR and, for the avoidance of doubt, includes a breach of paragraph 4;
"Personnel"	means all persons engaged or employed from time to time by the OM and/or the LOC in connection with this AGREEMENT, including employees, applicable volunteers consultants, contractors (including the LOC), agent or sub-agents;
"Regulatory Body"	means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any party or any part, division or element of them in respect of the processing of personal data carried out pursuant to

	this AGREEMENT;
"Regulatory Body Correspondence"	means any correspondence or communication (whether written or verbal) from a Regulatory Body;
"Restricted Country"	means a country, territory or jurisdiction outside the EEA (i) which is not covered by an adequacy determination by a competent authority with jurisdiction over the Data Exporter or (ii) otherwise in relation to which a transfer restriction applies under the APPLICABLE LAWS of the Data Exporter;
"Restricted Transfer"	means a transfer of World Athletics Data from World Athletics to any of the OM or LOC, or an onward transfer of World Athletics Data from the OM or LOC to a Third Party, in each case located in a Restricted Country;
"Third Party"	means a third party that is appointed to process World Athletics Data on behalf of World Athletics as a Processor a third party with whom the OM and/or the LOC or World Athletics wishes to share World Athletics Data where such third party may act as a Controller.
"Third Party Request"	means a written request from any third party for disclosure of (or access to) World Athletics Data, including Government Access requests or otherwise where compliance with such request is required or purported to be required by law or regulation;
"Transparency Requirements"	means the requirements around ensuring that processing is fair and transparent, as set out in the Data Protection Legislation (including, the measures set out in Article 5(1)(a) and Article 14 of the GDPR); and
"World Athletics Data"	means any personal data which may be shared between World Athletics and the OM or LOC or any Permitted Recipients or which is otherwise accessible, collected, generated, transmitted or processed by the OM or the LOC and any Permitted Recipient (for example because of access to the ACCREDITATION SYSTEM or the provision of ticketing information) in connection with this AGREEMENT, as more particularly described in Appendix 1 (Data Protection Particulars)

**1.2** For the purposes of this Schedule 4, “controller”, “data subject”, , “processor”, and “processing” (“process” and “processed” shall be construed accordingly) shall have the meanings given to them in the GDPR.

**1.3** For the purposes of this Schedule 4, the parties agree that the GDPR shall apply and if and to the extent that the laws of Monaco conflict, World Athletics shall notify each of the OM and the LOC and make such unilateral amendments to this Schedule 4 as necessary.

## 2. AGREEMENT BETWEEN THE PARTIES

**2.1** Each party agrees that in performing its obligations under this AGREEMENT, it shall comply with the obligations imposed upon it under the Data Protection Legislation.

**2.2** The parties each acknowledge and agree that they may need to process the other party’s Contact Data (in their respective capacities as Controllers) under and in connection with this AGREEMENT and shall do so in accordance with (a) their respective privacy policies and (b) Data Protection Legislation.

**2.3** The performance by the OM and LOC of their obligations in organising and staging the EVENT under the terms of this AGREEMENT shall include the processing of World Athletics Data. The parties

acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Legislation; however the parties anticipate that World Athletics shall act as a controller and the OM, LOC each a processor.

- 2.4** Without prejudice to paragraph 2.3, where the OM and/or the LOC collects Personal Data which it subsequently makes available to the World Athletics pursuant to this AGREEMENT (e.g. approval of accreditation applicants)(such Personal Data being deemed World Athletics Personal Data from the point of collection), it shall:
- 2.4.1** first ensure that it is not subject to any prohibition or restriction which would:
- (a) prohibit or restrict it from making available such Personal Data to World Athletics, as required under this AGREEMENT; or
  - (b) prohibit or restrict the World Athletics from processing such Personal Data as envisaged under this AGREEMENT;
- 2.4.2** enter into any data processing, data sharing or other similar agreements with World Athletics contracted third parties as may be necessary to ensure the lawful processing of the Personal Data and the fulfilment of their obligations under the AGREEMENT;
- 2.4.3** upon request, providing assistance to World Athletics as necessary for World Athletics to fulfil its obligations under Data Protection Legislation;
- 2.4.4** ensure that, to the fullest extent permitted by Data Protection Legislation, in relation to promotion, marketing and event activities in general, if requested by World Athletics, that Personal Data can be used by World Athletics (and other Third Parties authorized by World Athletics) without additional cost, for the long-term promotion of the sport of athletics;
- 2.4.5** ensure that the Personal Data is:
- (a) adequate, relevant and limited to what is necessary in relation to the purposes of organising and staging the EVENT; and
  - (b) accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Personal Data, (having regard to the purpose of organising and staging the EVENT), has been erased or rectified.
- 2.5** On termination or expiry of this AGREEMENT or otherwise where requested by World Athletics, OM and the LOC shall cease processing all World Athletics Data and, at World Athletics' election, and in its sole discretion, destroy or return all World Athletics Data to World Athletics, and shall securely destroy or delete all copies it holds of the World Athletics Data, unless relevant local law to which OM or the LOC is subject requires that World Athletics Data to be retained, and then only for as long as such obligation remains in force.
- 2.6** Without limiting the remainder of this Schedule 4, the OM and the LOC shall comply with such other reasonable instructions and carry out such other actions as World Athletics may notify in writing which are necessary to comply any APPLICABLE LAWS.

**2.7** Notwithstanding anything in this AGREEMENT to the contrary, this Schedule 4 shall continue in full force and effect for so long as OM, the LOC or any of its sub-contractors processes any World Athletics Data as a processor for and on behalf of World Athletics.

### **3. PROCESSOR OBLIGATIONS**

**3.1** In processing the World Athletics Data, OM and the LOC shall process such World Athletics Data only for the purposes of the performance of their obligations under this AGREEMENT and in accordance with the terms of this AGREEMENT, any Data Transfer Agreement (where applicable) and any documented instructions from World Athletics (unless required to do otherwise by APPLICABLE LAW, in which case it shall (unless prohibited from doing so by such APPLICABLE LAW) inform World Athletics of such legal requirement before processing.

**3.2** OM and the LOC shall implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on World Athletics under the Data Protection Legislation.

**3.3** The OM and the LOC shall be permitted to disclose World Athletics Data to appointed sub-contractors and where required to deliver the Services the Permitted Recipients for processing in accordance with the OM's and/or LOC's obligations under this Agreement, provided always that:

**3.3.1** in relation to sub-contractors:

(a) the OM, and the LOC undertake thorough due diligence on the proposed sub-contractor, including a risk assessment of the information governance-related practices and processes of the proposed sub-contractor, which shall be used by the OM and/or the LOC to inform any decision on appointing the proposed sub-contractor;

(b) the OM and the LOC provide World Athletics with details of the proposed sub-contractor (including the results of the due diligence undertaken in accordance with paragraph 3.3.1) before its appointment and World Athletics has not, subject to any express consent required in accordance with paragraph 4.2, objected to the proposed sub-contractor within 30 days;

(c) the sub-contractor contract (as it relates to the processing of World Athletics Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this Schedule 4 (Data Protection);

(d) the sub-contractor contract shall include terms permitting World Athletics to benefit from and enforce the contract terms (i.e. a third party beneficiaries clause);

(e) the sub-contractor's right to process World Athletics Data terminates automatically on expiry or termination of this AGREEMENT for whatever reason;

**3.3.2** in the event a proposed sub-contractor or Third Party Recipient is not situated in the EEA no World Athletics Group Data shall be disclosed, unless the terms of paragraph 4 are met; and

**3.3.3** any measures required to ensure that any Restricted Transfer of World Athletics Data to (and any processing of such data by) the sub-contractor or Third Party Recipient comply with the Data Protection Legislation, have been put in place before the sub-contractor/Permitted

Recipient is given access to the World Athletics Data and are kept in place for as long as the sub-contractor/Permitted Recipient as such access.

- 3.4** The OM and the LOC shall remain liable to World Athletics for the acts, errors and omissions of any other sub-contractor to whom it discloses World Athletics Data and shall be responsible to World Athletics for the acts, errors and omissions of such sub-contractor as if they were the OM's or the LOC's own acts, errors and omissions.
- 3.5** Within thirty (30) calendar days of a request from World Athletics, OM and the LOC shall allow its data Processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by World Athletics (and/or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Schedule 4 and provide reasonable information, assistance and co-operation to World Athletics, including access to relevant Personnel and/or, on the request of World Athletics, provide World Athletics with written evidence of its compliance with the requirements of this Schedule 4;
- 3.6** Subject to paragraph 5, the OM and the LOC shall notify World Athletics promptly (and in any event within 5 days) following its receipt of any Data Subject Request or Regulatory Body Correspondence, which relates directly or indirectly to World Athletics Data, and together with such notices, shall provide a copy of such Data Subject Request or Regulatory Body Correspondence and reasonable details of circumstances giving rise to it. In addition to providing the notice referred to in this paragraph 3.6, the OM and the LOC shall:
- 3.6.1** only disclose World Athletics Data in response to any Data Subject Request or Regulatory Body Correspondence where it has obtained World Athletics' prior written consent; and
  - 3.6.2** provide World Athletics with all reasonable co-operation and assistance required by World Athletics in relation to any such Data Subject Request or Regulatory Body Correspondence.
- 3.7** The OM and the LOC shall ensure that adequate measures are implemented to maintain the segregation of World Athletics Data from other Personal Data processed by the OM and LOC on its own behalf or on behalf of third parties.
- 3.8** The OM and the LOC shall only disclose the World Athletics Data to its Personnel that are required by the OM and the LOC to assist it in meeting its obligations under this AGREEMENT (the "EVENT Personnel") and shall ensure that no other Personnel shall have access to such World Athletics Data.
- 3.9** The OM and the LOC shall only disclose the World Athletics Data to the EVENT Personnel where the following conditions have been satisfied in relation to such EVENT Personnel:
- 3.9.1** the OM and the LOC shall have taken (and shall continue to take) reasonable steps to ensure the reliability and integrity of any member of the EVENT Personnel;
  - 3.9.2** each member of the EVENT Personnel shall have undergone, and shall continue to receive on a regular basis, reasonable levels of training in Data Protection Legislation and in the care and handling of Personal Data; and



**3.9.3** each member of the EVENT Personnel shall have entered into appropriate contractually-binding confidentiality undertakings.

**3.10** The OM and the LOC shall notify without undue delay (and in any event within twenty-four (24) hours) upon becoming aware of any actual, suspected, or threatened Personal Data Breach relating to World Athletics Data, and

**3.10.1** provide World Athletics with sufficient information and documentation in the OM's and LOC's knowledge, possession or control (including its sub-processors') to enable World Athletics to notify, if necessary, relevant Regulatory Bodies and data subjects. If OM or the LOC is unable to provide such information and documentation in the initial notification, the OM and/or the LOC shall ensure that such information shall be provided it as soon as reasonably practicable thereafter; and

**3.10.2** co-operate with World Athletics and (without prejudice to its other obligations under this Schedule) take such all steps (at its costs) as may reasonably be directed by the World Athletics to assist in the investigation, mitigation and remediation of any Personal Data Breach.

**3.11** The OM and the LOC shall provide World Athletics with reasonable assistance to comply with the obligations imposed on World Athletics as a controller by the Data Protection Legislation, including:

**3.11.1** compliance with its security requirements;

**3.11.2** obligations relating to notifications required to be made to the Regulator and/or any relevant data subject; and

**3.11.3** undertake any data protection impact assessment, and where required by the Data Protection Legislation consulting with the Regulator in respect of such data protection impact assessment.

#### **4. DATA TRANSFERS**

**4.1** OM and the LOC shall not and shall ensure no sub-contractor or Third Party Recipient shall process or otherwise transfer any World Athletics Data to a Restricted Country without the prior written consent of World Athletics. Where OM or the LOC or any of its sub-contractors wishes to process or transfer World Athletics Data to a Restricted Country the following provisions shall apply.

**4.2** OM and the LOC shall submit a written request to World Athletics which shall set out the following details:

**4.2.1** the recipient of the World Athletics Data, any sub-contractors or other third parties with whom the data will be further shared in such countries ("Data Importer");

**4.2.2** the World Athletics Data which will be transferred to and/or processed;

**4.2.3** the country or countries which the World Athletics Data will be transferred to and/or processed in;

- 4.2.4** details of the proposed transfer, including duration, scale and regularity of the transfer, the length of any onward processing chain and the number of actors involved, the transmission channels and Government Access requests received by the proposed Data Importer;
  - 4.2.5** how OM and the LOC will ensure an adequate level of protection and adequate safeguards in respect of the World Athletics Data that will be processed in and/or transferred to such countries so as to ensure World Athletics compliance with Data Protection Legislation;
  - 4.2.6** without limiting paragraph 4.2.5, how OM and the LOC will ensure that the data subjects have enforcement rights and effective legal remedies in the Restricted Country;
  - 4.2.7** the results of a Data Protection Impact Assessment (where applicable); and
  - 4.2.8** a copy of a local country assessment undertaken by OM or the LOC to confirm that there is an adequate level of protection of Personal Data in the Restricted Country and provide any information required to confirm such to World Athletics in relation to the importing country(ies);
- 4.3** In seeking such approval pursuant to paragraph 4.2 OM or the LOC shall have regard to and comply with current World Athletics' (as notified by World Athletics from time to time), government and Regulator policies, procedures, guidance and codes of practice on, and any approval processes in connection with, the processing and/or transfers of Personal Data to a Restricted Country.
- 4.4** Where approval is given by World Athletics pursuant to paragraph 4.2. OM and the LOC shall comply with such other instructions and carry out such other actions as World Athletics may notify in writing including the execution of a Data Transfer agreement between Client as Data Exporter and the proposed Data Importer.
- 4.5** Where a Data Importer is subject to APPLICABLE LAWS which requires a higher level of protection for Personal Data than the Data Protection Legislation, the respective Data Importer shall comply with such APPLICABLE LAWS.
- 4.6** World Athletics may at any time by giving the Data Importer 10 days' notice, unilaterally replace the Data Transfer Agreement with any amended or updated version of the Data Transfer Agreement approved under Data Protection Legislation or other applicable data transfer mechanism which is or may become available (including any standard clauses forming part of an applicable code of conduct or certification scheme).
- 4.7** If a transfer of World Athletics Data to a Restricted Country is lawful but subsequently becomes unlawful, OM and the LOC shall promptly notify World Athletics. Upon such notification the parties shall use their best endeavours to agree an alternative basis for the transfer so as to ensure that such transfer is lawful and in accordance with Data Protection Legislation. Any transfer of World Athletics Data pending an alternative basis shall be immediately suspended on World Athletics' request and where no alternative can be put in place World Athletics shall be entitled, without liability, to terminate the AGREEMENT or where the Services affected by the data transfer can be separated from the remainder Services such that the impact on the remainder Services is not significant to World Athletics (as determined by World Athletics), terminate the applicable Services to which the data transfer relates.

**4.8** The transfer between World Athletics and each of the OM and the LOC shall amount to a Restricted Transfer and as such the OM and the LOC shall provide to World Athletics the information set out in paragraph 4.2, and subject to review and approval by World Athletics and without prejudice to the parties obligations under the Data Transfer Agreement, the parties hereby enter into Data Transfer Agreement, which is incorporated into this AGREEMENT at Appendix 3. World Athletics shall in each case act as the Data Exporter and the OM and LOC shall respectively each be the Data Importer.

## **5. THIRD PARTY REQUESTS**

**5.1** If the OM, the LOC or any sub-contractor or Third Party Recipient receives a Third Party Request or becomes aware of Government Access in relation to World Athletics Data transferred to it, it shall where possible promptly notify World Athletics and provide all information available to it (including in the case of a request the requesting authority, legal basis for the request and any initial response provided).

**5.2** Where the receiving party is prohibited from notifying World Athletics, it shall use its best efforts to obtain a waiver of the prohibition to notify World Athletics.

**5.3** The receiving party shall,

**5.3.1** review the legality of the request and exhaust all remedies to challenge the request if it concludes there are grounds under the laws of the country of receipt to do so. No disclosure shall be made until required under applicable procedural rules.

**5.3.2** document its assessment and challenge of the request for disclosure and to the extent permitted make this available to World Athletics and any required Regulator;

**5.3.3** where mandated to disclose World Athletics Data only provide the minimum amount of information possible, based on a reasonable interpretation of the request;

**5.4** OM and the LOC shall ensure the obligation set out in paragraphs 5.1 to 5.3 are included within the applicable data processing or sharing agreements it has with any sub-contractor or other Receiving Party.

## APPENDIX 1 – DATA PROTECTION PARTICULARS

The processing activities as set out in the Event Entry Privacy Notice; Event Management System Privacy Notice; Medical Clearance Protocol Privacy Notice; Advisory Note on the use of Athlete Personal Information and such other privacy notices that may be developed by World Athletics from time to time (as amended) as between the parties for the purposes of this AGREEMENT. All relevant privacy notices will be provided to the OM and the LOC after award of the EVENT.

## APPENDIX 2 – PERMITTED RECIPIENTS

Permitted Recipients are:

Who	Why?
Organising Committee (LOC) and any official travel agency appointed by the LOC. In respect of access to the accreditation system the following applies: After the event the LOC access to the system will be removed. If information from the accreditation system is shared then this will be done via encrypted emails, files and platforms. Instructions will also be sent to destroy data securely. Note that interior ministries and law enforcement agencies may have local legal obligations to keep such records (in its capacity as data controller).	<p>a. To arrange and support logistics (visa invitation letters, transfers to and from airports, rail terminals, coach stations, accommodation, guest lists for receptions, distribution of welcome bags)</p> <p>b. To enter/review employees/representatives/volunteers details from the LOC, Organising Member, local commercial affiliates, sponsors, partners, suppliers, broadcasters who need to be accredited.</p> <p>c. Users to the system are defined by the World Athletics, login will enable LOC users to;</p> <ul style="list-style-type: none"> <li>- View the Media List and permission, status each Broadcaster has and for which event.</li> <li>- View, for each Broadcasters, the details of the data they entered</li> <li>- Receive a request for visa letter when needed and request by ticking the box</li> <li>- View the Flights details information for each person</li> <li>- View the request for accommodation on official hotels</li> <li>- Email address of each Broadcasters account manager to get in touch regarding transport and accommodation.</li> </ul>
Host Institutions	<p>To assist with organising and staging events which shall include marketing, providing staff at the event (including for health and safety purposes).</p> <p>Host Institutions shall have access to the personal data set out above as necessary for organisation of these events.</p>
Official Event Hotels (via the LOC)	To arrange accommodation
Interior Ministry of the country where the event is held (via the LOC)	To issue invitation letters (if required) to support visa applications
Law enforcement agencies of the country where the event is held (via the LOC)	To give security clearance (background checks)
WA COMMERCIAL PARTNER - 1 person has access to the system.	<p>To enter/review employees, representatives' details from commercial affiliates, sponsors, partners, suppliers, broadcasters and the WA COMMERCIAL PARTNER who need to be accredited. [Note: the WA COMMERCIAL PARTNER will only see the above parties' details and no one else.]</p> <p>The user of the system can do the following actions:</p> <ul style="list-style-type: none"> <li>- View all the Broadcasters requests to create an account</li> <li>- Define the Broadcasters as INTERNATIONAL BROADCASTERS or NON RIGHTS HOLDERS or terminate the request</li> <li>- Set the Broadcasters account by defining the events for which they have rights</li> <li>- Set the categories of rights have per event</li> <li>- Upload the Non Rights Holders Agreements</li> <li>- View the List of Media with all the information described above</li> <li>- View, for each Broadcasters, the details of the data they entered</li> </ul> <p>2 other additional broadcast rights holders have access to the system with access rights stated above.</p>
Media Organisations who would have received an access code from their country Member Federation (only in respect of their employees/ contractors who will be	For the purposes of organising attendance of their employees/contractors at the EVENT [Note: Media organisations can only be provided with details of those who they are responsible for accrediting and no one else. ]

Who	Why?
attending the event on their behalf and no one else).	
Athletics Integrity Unit (AIU)	<p>For the purposes of investigating, prosecuting and ensuring compliance with World Athletics Rules and Regulations by ‘Applicable Persons’ as defined within the Integrity Code of Conduct.</p> <p>The following personal information will be provided to the AIU: World Athletics ID  Photo  Given names Surnames Other names  Sporting nationality Birth nationality Gender  Known DOB Email address Mobile number Passport  Travel &amp; Accommodation Details</p> <p>The personal data provided to the AIU shall be processed in accordance with the separate advisory note on the use of personal information for the purpose of implementing the Athletics Integrity Unit (“AIU”) Anti-Doping and Integrity Programmes which is available: <a href="https://www.athleticsintegrity.org/data-protection">https://www.athleticsintegrity.org/data-protection</a></p>

## APPENDIX 3 – CONTROLLER TO PROCESSOR MODEL CLAUSES

For the purposes of the applicable data protection law for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

address:

tel:

fax:

e-mail:

Other information needed to identify the organisation:  
(the data exporter)

Name of the data importing organisation:

address:

tel:

fax:

e-mail:

Other information needed to identify the organisation:  
(the data importer)

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in ANNEX A.

### 1. Definitions

For the purposes of the Clauses:

- (a) personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority shall have the same meaning as in the applicable data protection law on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) the data exporter means the data controller who transfers the personal data;
- (c) the data importer means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of the applicable data protection law;
- (d) the sub-processor means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) the applicable data protection law means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the state in which the data exporter is established;
- (f) technical and organisational security measures means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or

access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## 2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in ANNEX A which forms an integral part of the Clauses.

## 3. Third-party beneficiary clause

The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(i), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.

The data subject can enforce against the data importer this clause, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

- 3.1** The data subject can enforce against the sub-processor this clause 3.1, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

## 4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the state where the data exporter is established) and does not violate the relevant provisions of that state;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in ANNEX B to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;



- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of the applicable data protection law;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to clause 5(b) and clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of ANNEX B and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with clause 4(a) to clause 4(i).

## 5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in ANNEX B before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - ii. any accidental or unauthorised access; and
  - iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of ANNEX B which shall be replaced by a

- summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
  - (i) that the processing services by the sub-processor will be carried out in accordance with clause 11; and
  - (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

## 6. Liability

- 6.1** The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- 6.2** If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

- 6.3** If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

## 7. Mediation and jurisdiction

- 7.1** The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the state in which the data exporter is established.

**7.2** The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## **8. Co-operation with supervisory authorities**

**8.1** The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

**8.2** The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

**8.3** The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

## **9. Governing Law**

The Clauses shall be governed by the law of the state in which the data exporter is established, namely

## **10. Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

## **11. Sub-processing**

**11.1** The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

**11.2** The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

**11.3** The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the state in which the data exporter is established, namely

**11.4** The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## 12. Obligation after the termination of personal data processing services

**12.1** The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

**12.2** The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

(Stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature:

(Stamp of organisation)

## ANNEX A [to the Standard Contractual Clauses]

This Annex forms part of the Clauses and must be completed and signed by the parties.

To complete or specify, according to their national procedures, any additional necessary information to be contained in this ANNEX A.

<b>Data exporter</b>	
The data exporter is (please specify briefly your activities relevant to the transfer):	
<b>Data importer</b>	
The data importer is (please specify briefly your activities relevant to the transfer):	
<b>Data subjects</b>	
The personal data transferred concern the following categories of data subjects (please specify)	
<b>Categories of data</b>	
The personal data transferred concern the following categories of data (please specify)	
<b>Special categories of data (if appropriate)</b>	
The personal data transferred concern the following special categories of data (please specify)	
<b>Processing operations</b>	
The personal data transferred will be subject to the following basic processing activities (please specify)	
<b>DATA EXPORTER</b>	<b>DATA IMPORTER</b>
Name:	Name:
Authorised signature:	Authorised signature:

## ANNEX B [to the Standard Contractual Clauses]

This ANNEX B forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with clause 4(d) and clause 5(c) (or documents/legislation attached):

### ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

#### **Liability**

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim.



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