2009 CANADA GAMES MULTI-PARTY AGREEMENT



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MULTI-PARTY AGREEMENT FOR THE 2009 CANADA GAMES

THIS AGREEMENT made this	day of	, 2007.

AMONG

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Canadian Heritage, Status of Women and Official Languages

(hereinafter called "Canada")

and

THE GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Minister, Communities, Cultural Affairs and Labour

(hereinafter called "The Province")

and

THE PRINCE EDWARD ISLAND 2009 CANADA GAMES HOST SOCIETY INC./ SOCIÉTÉ HÔTESSE DES JEUX DU CANADA DE 2009 DE L'îLE-DU-PRINCE-ÉDOUARD INC., as represented by the President and CEO Revenue Sources

(hereinafter called "The Host Society")

and

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









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WHEREAS:

- **A.** The Canada Games are a high profile national multi-sport competition for Canadian youth from every province and territory, showcasing sporting excellence and serving as a prime means of increasing the quality and numbers of Canada's next generation national team athletes competing in international competitions;
- **B.** The Canada Games have historically included a cultural component to complement the sport program;
- **C**. The Parties agree that there are significant economic, social and cultural benefits associated with the holding of the Canada Games;
- **D**. The Prince Edward Island Bid Committee has submitted a province-wide Bid with a budget of \$33,005,000, including capital and operating costs, and the Council and the Province have announced that the 2009 Canada Games will be held in PEI from August 15 to August 29, 2009;
- E. Sport Canada and the Province have confirmed their respective funding levels for the 2009 Canada Games, and the Province has guaranteed the financial shortfall of the Games, if any;
- **F.** A society named the Prince Edward Island 2009 Canada Games Host Society Inc./ Société Hôtesse des Jeux du Canada de 2009 de l'île-du-Prince-Édouard Inc. has been incorporated under the laws of the Province of Prince Edward Island, for the purpose of organizing, managing, promoting and staging the Games;
- G. The 1997 Clear Lake Resolution has charged the Council to be an independent organization responsible for the management of the Canada Games and the governance of the Canada Games Movement, and the Council is committed to working closely with the Host Society to ensure that the standards and the integrity of the Canada Games are upheld in all areas of operations;
- **H**. Athlete development needs and care and comfort conditions are critical to all decision making pertaining to planning the Canada Games;
- I. The official languages of the Canada Games are English and French;
- **J.** The Council has achieved gender parity in the selection of sports and participants on a quadrennial basis, for the 2009 Canada Games and the 2007 Canada Winter Games, and the principle of gender equity should pervade all aspects of the Games;
- **K.** The Council has adopted a program of sports for athletes with a disability as an integral part of the Canada Games;
- L. The Council and the Host Society have entered into a hosting agreement dealing with the management of all Canada Games rights and properties and operational and other bilateral matters related to the 2009 Canada Games, and the Host Society has agreed to address issues raised by the Council in August 2005 as part of the bid review process;









- **M**. The Council has determined the program of sports for the 2009 Canada Games and established that 4,386 is 85% of the theoretical maximum of participants, excluding artists, and the Host Society has prepared its plans and budgets assuming that 4,400 participants, including artists, will attend the 2009 Canada Games;
- N. The Funding Parties wish to set forth their respective contributions to the Host Society and the 2009 Canada Games and the conditions governing their contributions and the principles of coordination among themselves; and
- O. All Parties to this Agreement are committed to and take responsibility for working together to stage a successful Games and will attempt to resolve all Games matters in a collegial and collaborative manner.

DEFINITIONS

- (a) "Agreement" means this Multi-Party Agreement between the Parties (entente);
- (b) "Bid Book" means the Bid Book submitted by the Prince Edward Island Bid Committee on April 28, 2005 to the Council in response to the Bid Procedures and Requirements document issued by the Council, describing the plans for organizing, managing, promoting and staging the 2009 Canada Games on a province-wide basis (cahier de candidature);
- (c) "Bid Requirements" means the Bid Procedures and Requirements document issued by the Council, dated December 7, 2004, describing the procedures and deadlines for submitting a bid to host the 2009 Canada Games and Council's requirements for organizing, managing, promoting and staging those Games (exigencies et procédures en matière de soumissions);
- (d) "Board of Management" means the Host Society's board, established by the Board of Directors, charged with the responsibility of ensuring that the Games are successfully carried out within the requirements and context of the Multi-Party Agreement; the Host Society's Foundation, Operational and Business Plans; and the Host Society's Budget (conseil de gestion);
- (e) "Business Plan" means the business plan described in section 3 (plan d'affaires);
- (f) "Canada Games Movement" comprises Canada's largest multi-sport competition for young athletes, the Canada Games, and between Games programs that build value in the Canada Games' property by inspiring dreams in Canada's youth to participate in sport and physical activity and build champions by providing the programs, tools and support young athletes need to succeed at higher levels (mouvement des Jeux du Canada);
- (g) "Capital Budget" means the Host Society's approved capital budget (budget des immobilisations);









- (h) "Capital Costs" means the actual costs incurred by the Host Society in executing its Capital Plan (coûts des immobilisations);
- (i) "Capital Plan" refers to that part of the Host Society's Business Plan related to the construction or refurbishment of facilities necessary to stage the Games (plan d'immobilisations);
- (j) "Coordinating Committee" means the non-decisional committee as described in section 30 (comité de coordination);
- (k) "Council's Transfer of Knowledge Program" means Council's systematic approach to collecting and assessing data, information, standards, policies and best practices about organizing, managing, promoting and conducting a set of Canada Games, and applying that knowledge to make bid processes and the delivery of Canada Games as efficient and effective as possible.
- (I) "Deficit" means an excess of capital and operating expenses over revenues as disclosed in the final audited statements of the Host Society (déficit);
- (m) "Dreams and Champions Programs" means programming that builds upon the success of the Canada Games by focusing on resources, programs, activities, tools and events for Canada's youth between the Games, 52 weeks a year that can build awareness and value in the Canada Games property (programmes rêves et champions)
- (n) "Franchise Holder" means the Council, as per its mandate assigned in the 1997 Clear Lake Resolution (détenteur des droits);
- (o) "Funding Parties" means the Government of Canada and the Government of Prince Edward Island (bailleurs de fonds);
- (p) "the Games" means the Canada Games to be held in Prince Edward Island between August 15 and August 29, 2009 and includes:
 - (i) all sport competitions;
 - (ii) opening, closing, awards and other official ceremonies of the Canada Games; and
 - (iii) all cultural programs and related events arranged or sanctioned by the Host Society (**Jeux**);
- (q) "Legacy Plan" means the plan described in section 29 (plan de legs);
- (r) "Medical and Paramedical Personnel" means professionally trained doctors, nurses, dentists, physiotherapists, athletic therapists and other health personnel (Équipe médicale et paramédicale);
- (s) "Mission Staff" means those individuals identified by the respective provincial/territorial authority who plan, organize and manage the participation of the athletes, coaches and managers from those teams (personnel de mission);









- (t) "National Sport Organization" means the national governing body responsible for a sport on the 2009 Canada Games program (organisme national de sport);
- (u) "Operating Budget" means the Host Society's approved operating budget as set out in the Business Plan (budget de fonctionnement);
- (v) "Participants" means athletes, coaches, managers and artists (participants);
- (w) "Parties" means jointly Canada, the Province, the Council, and the Host Society (parties);
- (x) "Party" means severally, as the context requires, Canada, the Province, the Council, and the Host Society (partie);
- (y) "Sport Information Officers" means the individuals appointed by each National Sport Organization to provide sport-specific information to the media (agents d'information du sport);
- (z) "Technical Packages" means the numbers and eligibility requirements of each sport's athletes, coaches and managers participating in the Games, sport technical rules, equipment, scheduling and scoring and ranking; they are developed by National Sport Organizations under the guidance, direction and approval of the Council; Council also develops a technical package for the National Artists Program (devis techniques);
- (aa) "Technical Officials" means the referees, judges, umpires and other trained personnel appointed by each National Sport Organization for the sport competitions (officiels techniques);
- (bb) "Technical Representative" means the individual appointed by each National Sport Organization whose role will be to act as an advisor to the Host Society (représentant technique);
- (cc) "Venues" means any land, buildings or facilities constructed or upgraded, used by the Host Society for the purpose of operating and hosting the Games, excluding the Host Society's office and warehouse space (sites); and
- (dd) "1997 Clear Lake Resolution" means the resolution regarding the Canada Games adopted on August 8, 1997 at the 1997 Conference of the Federal-Provincial/Territorial Ministers Responsible for Sport, Fitness and Recreation, at Clear Lake, Manitoba (Résolution de Clear Lake, 1997).

RIGHT TO HOST THE 2009 CANADA GAMES

1. Right to Host the Games

1.1 This Agreement witnesses that the Host Society has obtained the Right to Host the 2009 Canada Games, in accordance with the Bid submitted to the Council and Council's review and acceptance of that Bid, as amended from time to time with the consent of the Parties, subject to the terms and conditions outlined in this Agreement."









1.2 The Parties agree that the plans outlined in the Bid Book may be amended from time to time, with the consent of the Parties, and subject to the terms and conditions outlined in this Agreement and the Hosting Agreement.

2. Ownership of Rights and Properties

- 2.1 The Council, as the Franchise Holder, exercises the rights of legal ownership over the properties of the Canada Games Movement, including but not limited to the Canada Games and Dreams and Champions programs (between Games programs, activities and events), in accordance with the provisions of the 1997 Clear Lake Resolution.
- 2.2 The Parties acknowledge that the Council and the Host Society have entered into or will enter into a separate bilateral Hosting Agreement, dealing inter alia with the transfer of certain of the Council's exclusive marketing and sponsorship Rights and Properties, the sublicensing of the use of Trademarks, and the Rights Fee payable to the Council.

OPERATIONAL

3. Business Plan

- 3.1 The Host Society will prepare a comprehensive Business Plan which will outline, to the extent possible, the organizing, planning, financing and staging of the 2009 Canada Games and fulfill the obligations outlined in this Agreement.
- **3.2** The Business Plan will include the following components:
 - (a) mission, mandate and vision statements that align with the 1997 Clear Lake Resolution and the Canada Games Movement;
 - (b) a financial plan which will include a Capital and Operating Budget balanced with planned revenues, as well as a Capital Plan;
 - (c) an integrated marketing, communications and revenue generation plan;
 - (d) an organization plan and structure;
 - (e) an official languages plan;
 - (f) a plan to minimize environmental impact, including but not limited to the application of the Island Waste Watch Program;
 - (g) a plan for the Recognition of Funding Parties and Council to recognize the financial and other support provided by each Funding Party and the Council, as described in section 12:
 - (h) a risk management plan to address significant financial and liability risks;
 - (i) critical paths including tasks and time lines, scheduled reports and meetings, evaluations and milestones; and









- (j) various policies, including those described in section 9 of this Agreement.
- 3.3 The Host Society will consult with the Council, Canada, and the Province and will consider their issues and concerns prior to approval of the Business Plan by their Board of Directors, using the Board of Management, and Coordinating Committee, as the primary consultation mechanisms.
- 3.4 The Business Plan will be ratified by the Host Society Board of Directors within 90 days of the signing of this agreement.
- 3.5 The Host Society will prepare updates to the Business Plan at least once a year as it obtains more reliable information; the updates will include:
 - (a) budgeted revenues and expenditures for the full period of the Games;
 - **(b)** budgeted and actual revenues and expenditures for the period to date;
 - (c) fundraising targets (sponsorship and donations), to include total pledges to date, in addition to budgets and targets, cash flows and actual cash and in-kind goods or services received; and
 - (d) critical path reports indicating progress to date and major tasks yet to be accomplished.
- 3.6 Updates to the Business Plan shall be reviewed and approved following the same consultation and approval process used for the Business Plan as described in section 3.3.

4. Deficit

- **4.1** At no time will the Host Society approve a budget which projects a deficit.
- 4.2 In the event that potential cost over-runs or unforeseen expenses exceed the \$33,005,000 budget approved by the Province and presented in the Business Plan, the Host Society will develop plans for reducing activities and expenditures to eliminate the deficit without compromising the minimum standards for the conduct of the Games described in the Bid Procedures and Requirements, as amended with the consent of all Parties; the Host Society will consult with the Council, Canada and the Province regarding the impact of those changes and appropriate consideration of their issues and concerns, using the Board of Management, and Coordinating Committee, as the primary consultation mechanisms.

5. Doping Control

- **5.1** The Host Society will:
 - ensure, in collaboration with the Council, that there will be doping control procedures for the 2009 Canada Games consistent with the Canadian Policy Against Doping in Sport, attached as Appendix A, and the Canadian Centre for Ethics in Sport/Canada Anti-Doping Program; and









(b) take, in consultation with the Council and the Canadian Centre for Ethics in Sport (CCES), the necessary action to facilitate the implementation by CCES of the doping control procedures, using a Canadian laboratory accredited by the World Anti-Doping Agency to analyze all samples related to the 2009 Canada Games.

6. Arts and Cultural Program

- 6.1 The Host Society will develop a complementary Arts and Culture Program to coincide with the staging of sports events; a significant component is to be a National Artists Program (NAP), in accordance with the Technical Package for NAP.
- While the main theme of the Games is sport competition, the cultural celebration component of the Games can draw significant public interest and support. Funding from the Department of Canadian Heritage in the total amount of one hundred and fifty thousand dollars (\$150,000) will be applied to the arts and culture program.
- 6.3 Each Province and Territory has confirmed two thousand, five hundred dollars (\$2,500) in support of the National Artists Program. The Host Society will invoice each Province and Territory, referencing the decision made by the Inter-provincial Sport and Recreation Council (ISRC) on January 26, 2004.
- The Council will consult with the Parties in finalizing the Technical Package for NAP at least one year prior to the 2009 Canada Games.

7. Official Languages

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

8. Policy on Tobacco Sponsorship

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

9. Host Society Policies

- **9.1** The Host Society will develop and implement policies to guide the management and organization of the Games; without limitation such policies are:
 - (a) Procurement Policy pertaining to the purchase of all goods and services including any contracts for the construction or improvement to any facility; such









policy will reflect normal standards of accountability for public funds. Tenders will be evaluated by the Host Society from the perspective of the best interest of the Games (both for the conduct of the Games and post-Games legacy); while the lowest price is a major factor in evaluation of tenders, the Host Society is not obligated to accept the lowest price offer when it has reason to believe that accepting a different offer would be in the best interest of the Games;

- (b) Conflict of Interest Policy for directors, officers, volunteers and staff;
- **(c) Financial Investment Policy** to guide the placement of revenues received in advance for the staging of the Games;
- (d) Risk Management Policy in order to identify and evaluate risks and devise strategies to control such risks through safety measures, insurance and risk transfer:
- (e) Travel and Expense Policy;
- (f) Staffing and Human Resource Policies, for employees and volunteers;
- (g) Harassment Policies, for employees and volunteers; and
- **(h) Privacy Policy**, dealing inter alia with protection of personal information collected from athletes and other participants in the course of the conduct of the Games.

10. Composition of the Host Society Board of Directors and Board of Management

- 10.1 The Host Society will invite Canada to nominate one voting member to the Host Society's Board of Directors, invite the Province to nominate three voting members, and invite the Council to nominate two voting members.
- **10.2** The Host Society will invite Canada, the Province and the Council to each nominate at least one voting member of the Games' Board of Management.
- 10.3 The Parties agree that all costs for Canada's, the Province's and the Council's members of the Board of Directors and Board of Management will be borne by the respective Party.

11. Managerial Responsibilities of the Host Society

- 11.1 The Host Society will organize, plan, finance, stage, manage, promote and conduct the Games in accordance with this Agreement, the Hosting Agreement, applicable governing agreements, the requirements of the Council and respect the principles of: being an equal opportunity organization and employer and, pay equity in relation to its paid employees.
- 11.2 The Host Society will raise funds for purposes related to the successful planning, organizing, financing and staging of the Games.
- 11.3 If the Host Society financial forecast projects a Deficit, the Host Society will promptly









provide notice to the Council and to the Funding Parties in writing of that financial forecast and will also specify the measures that it proposes to take to remedy the projected Deficit.

12. Recognition of Funding Parties and Council

- 12.1 The Host Society will submit a plan for Recognition of Funding Parties and Council for ratification by all the Parties within ninety (90) days of the signing of this Agreement. Without restricting the generality of the foregoing, such plan will:
 - (a) provide and display bilingual promotional signs of reasonable size, and not smaller than sponsors' signs, at prominent places in all Venues, it being understood that no such sign will be removed before the end of the Games without the permission of the corresponding Party;
 - (b) ensure before and during the Games, that signs denoting facility construction or renovation sites bear appropriate identification recognizing, in both official languages, the contribution of Canada, the Province and the Council;
 - provide, at no charge to Canada, the Province and Council, space in the official Games' Program or equivalent publication, for appropriate messages in both official languages, and for a one-page promotional advertisement for each Party;
 - (d) provide identification of each Funding Party and the Council in all promotional material and advertising;
 - (e) comply with the Federal visibility requirements as outlined in Appendix D; and
 - (f) provide the Province with the same level of visibility as Canada.

13. Name and Recognition of New Major Games' Facilities

- 13.1 The Host Society and the Province will make best efforts to ensure that at least one major facility being constructed in Charlottetown and in Summerside for the 2009 Canada Games incorporates the words "Canada Games" and "Jeux du Canada" in its official name.
- 13.2 The Host Society will make best efforts to ensure that any agreement with the facility owner of the major facility referenced in section 13.1 includes provisions that:
 - (a) the requirement to include the words "Canada Games" and "Jeux du Canada" in the name of the facility will remain in perpetuity, unless otherwise agreed by the Council, Canada and the Province; and
 - (b) the Council must be consulted regarding any proposal to rename the facility at any time in the future after the completion of the 2009 Canada Games.
- 13.3 The Host Society will submit the proposed new names in writing for approval by Canada, the Province and the Council before the new names are used, and will also submit the proposed script in both official languages of a plaque for each such facility.









14. Broadcasting

- 14.1 The Council will manage a broadcast strategy and negotiate contracts for broadcasting all Canada Games in both official languages, through conventional, specialty and internet broadcasters, keeping the Host Society fully involved at all steps in the process, with the Host Society being a signatory to all agreements and contracts related to broadcasting. The Host Society must meet the obligations as identified in the terms of the contract negotiated by the Council with broadcaster(s).
- **14.2** The Council and the Host Society will make best efforts to ensure equal broadcast coverage in both English and French.

15. Marketing and Communications

- 15.1 The Council and the Host Society agree to develop and execute a national marketing and communications plan in order to raise the awareness and profile of the Canada Games and to extend sponsorship recognition opportunities, as further described in the Hosting Agreement.
- 15.2 All communications including advertising, signage and promotional material will reflect the demographics of athlete participation (male and female, able-bodied and with a disability, visible minorities), and the Council and Host Society will use best efforts to reflect respectful gender balanced images and language.
- 15.3 Canada, the Province, the Host Society and the Council may undertake photographic coverage of the Games for non-commercial purposes and in compliance with the broadcaster agreement as referenced in section 14.1. Complete access to any and all sports and other Venues will be accorded to designated photographic personnel as determined by each Funding Party and Council; access to the Athletes' Village will be approved by the Host Society on a case by case basis.
- 15.4 Three complete sets of all memorabilia including but not limited to pictures, audio-visuals, banners and medals will be retained by the Host Society until the completion of the Games and one complete set will be provided at no cost, to the Council, Canada and the Province for archival purposes.
- 15.5 When referring to the Canada Games in English, it should always be with the expression "Canada Games," and when referring to the Canada Games in French, "Jeux du Canada" is the correct expression to use at all times; the expression "Jeux du Canada Games" is a bilingual expression that can only be used as part of the Canada Games logo, or with prior written approval of the Council.

16. Real Property

- With respect to Venues, Canada and the Province may make available to the Host Society, any of their own lands, buildings or facilities and the Host Society and the owner may agree, subject to the applicable laws and to the following terms:
 - (a) the Host Society enters into a venue use agreement with the owner of the land, building or facility for the use of the land, building or facility;









- (b) no improvements or changes to the land, building or facility will be made without the express written consent of the owner;
- (c) the Host Society will not assign or otherwise dispose of any right or interest it may acquire in any land, building or facility or part thereof, without the express written consent of the owner;
- (d) subject to section 16.1(e) below, the Host Society will return the land, building or facility to the owner at the end of the Games in the condition specified in applicable venue use agreements;
- (e) where facilities have been built or where improvements have been made to any lands, buildings or facilities owned and provided by Canada, Canada will accept title to the facilities or improvements and the responsibility for the operation and maintenance thereof; and
- where facilities have been built or where improvements have been made to any lands, buildings or facilities owned and provided by the Province, the Province will accept title to the facilities or improvements and the responsibility for the operation and maintenance thereof, or may enter into agreements for the title and the post-Games responsibilities to be assumed by a municipality or other organization.
- 16.2 The Parties agree that the Host Society may contract with other legal owners of certain sites for the use of same and that certain land, buildings or facilities may be constructed or improved for the use of the Games. In such an event, the Parties acknowledge that the Host Society intends to leave, for the benefit of the Venues, sites or legal owners, any improvements, erections or facilities utilized for the Games generally. It will be a term of any such contract that legal owners will assume responsibility for the post-Games operations and maintenance of all such land, buildings and facilities utilized by the Games as described herein.
- 16.3 If the Host Society, in its opinion, determines that it is unable to confirm an organization to assume the responsibility for the post-Games operation and maintenance of a Venue, the Host Society may establish a temporary Venue for use during the Games and which may be dismantled on the completion of the Games.
- 16.4 The Host Society will not obtain the ownership of any land, building, facility or part thereof, including any improvement made or facilities built, but will only obtain a leasehold or similar interest expiring within a reasonable period after the Games.
- 16.5 The Host Society will be responsible for establishing pre-Games and Games time venue access agreements with the owners of all sport Venues which are funded through the Capital Plan of the Host Society.
- 16.6 In the event that the Host Society intends to contract for its office space and warehousing space with a Funding Party, any such contract is to be negotiated at market rates.









17. Intellectual Property

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

18 Travel to and from PEI

18.1 The Council has the lead responsibility for all arrangements related to travel of participants, Mission Staff, Technical Officials, Medical and Paramedical personnel, Technical Representatives and Sport Information Officers, to and from PEI, and may enter into contracts for the delivery of specific travel services.

PROTOCOL and ACCREDITATION

19. Opening, Closing and Medal Presentation Ceremonies

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

20. V.I.P. Policy

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

GOVERNMENT CONTRIBUTIONS

21. Capital Contributions

21.1 In order to provide the venues necessary to stage the Games, the Host Society will develop and implement a capital plan, to be based initially on the \$14,296,700 Capital Plan outlined in the Bid Book, and to be contained in the Host Society's approved Business Plan.









- 21.2 Canada will make contributions of two million dollars (\$2 million) to the Host Society, to be spent on Capital Costs incurred by the Host Society in accordance with this Agreement.
- 21.3 The Province will make contributions of two million dollars (\$2 million) to the Host Society, to be spent on Capital Costs incurred by the Host Society in accordance with this Agreement.
- **21.4** For these province-wide Canada Games, the Province accepts responsibility for a commitment of a further two million dollars (\$2 million) for Capital Costs normally assumed by the Host Municipality.
- 21.5 All of the contributions towards Capital Costs described above shall be in the form of lawful money of Canada. The value of land or the value of donated time shall not form part of the contribution.
- **21.6** Canada and the Province agree that if either were to augment its capital contribution the others would be under no obligation to do the same.

22. Operating Contributions

22.1 Canada and the Province will each make contributions towards the Host Society's budget for operating expenses, as follows:

Canada	The Province	Total
\$ 3,900,000	\$ 1,123,000	\$ 5,023,000

- 22.2 In addition, Canada will make a further contribution towards the Host Society's budget for operating expenses of three million dollars (\$3,000,000).
- 22.3 A condition of Canada's commitments per sections 22.1 and 22.2 above, is that at least one hundred and fifty thousand dollars (\$150,000) be spent by the Host Society for the Arts and Culture Program, in accordance with sections 6.1 and 6.2.
- 22.4 The Province will make a further contribution towards the Host Society's budget for operating expenses of one million, eight hundred and seventy thousand dollars (\$1,870,300).
- **22.5** Canada and the Province agree that if either were to further augment its operating contributions the other would be under no obligation to do the same.

23. Other Government Contributions

23.1 The Parties agree that the Host Society may solicit funding for the 2009 Canada Games through grants or contributions and support from other federal, provincial and municipal government departments and agencies to supplement the funding cited in sections 21 and 22 of this agreement, and the Host Society will inform Canada, the Province and the Council of its efforts to obtain such funding, in accordance with reporting mechanisms outlined in their respective bilateral agreements.









FINANCIAL CONDITIONS

24. General

- 24.1 Canada will be providing its share of the funding of the 2009 Canada Games as committed to herein under its program known as the "Sport Canada Hosting Program (Canada Games)", in accordance with the terms and conditions of this program. Canada will require bilateral contribution agreements to supplement this Multi-Party Agreement.
- 24.2 The Province will require bilateral contribution agreements to supplement this Multi-Party Agreement, specifying multi-annual payment schedules and other terms and conditions.
- 24.3 Contribution agreements and any other agreements developed for the 2009 Canada Games between Canada or the Province and the Host Society must be consistent with this MPA.

25. Appropriation of Funds

- 25.1 The payment of money by Canada pursuant to this Agreement is subject to the appropriation of necessary funds by Canada in accordance with the provisions of *The Financial Administration Act* (Canada).
- 25.2 The Province's contributions (Capital and Operating) to the Host Society provided in this Agreement are subject to the appropriation of necessary funds by the Provincial legislature for the fiscal year in which any payment is to be made under this Agreement in accordance with the *Financial Administration Act* (PEI).

26. Audits

- 26.1 The Host Society will provide its annual audited financial statements to Canada, the Province and the Council within 120 days of the end of the Host Society's fiscal year, starting with the fiscal year ended December 31, 2007. The Host Society will also provide its unaudited statements to Canada, the Province and the Council for the year ended December 31, 2006.
- 26.2 On or before March 31, 2010, the Host Society will submit to each Funding Party and the Council, a set of duly signed and approved audited financial statements covering the entire period of the Host Society's operations.
- 26.3 A signed final audited financial statement which has been approved by the Host Society' Board of Directors must be submitted to each Funding Party and the Council as one of the conditions for final payments under their respective contribution agreements.

27. Accounting Principles and Accounting Records

27.1 The Host Society will follow generally accepted accounting principles as established by the Canadian Institute of Chartered Accountants in determining









- whether an expenditure is on account of Capital Costs or Operating Expenses.
- 27.2 The Host Society will continue to use the Council's financial template described in the 2009 Bid Procedures and Requirements and used by the Bid Committee, which provides clear segregation between the Capital Fund and the Operating Fund. Any changes to the financial template, if required, will be negotiated by the Council and the Host Society.
- 27.3 The Host Society will make its audited financial statements, financial accounts and records available for examination or audit by Canada, the Province and Council, or their authorized agents, at all reasonable times until the Host Society is wound up and will furnish the Parties or their authorized agents with any information they may require in connection with such accounts and records and will provide proper facilities for such examination or audit without charge.

28 Evaluations

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

LEGACY

29. LEGACY PLAN

- 29.1 "Legacy Fund" means all tangible assets, whether purchased or donated or otherwise, owned by the Host Society as at the end of the Games, and including without limitation all technical and electronic sport equipment, movable property such as office furniture and computer equipment, any budget surplus, together with any intellectual property or items involving intellectual property (including videos, software, etc.).
- 29.2 The Parties agree that the purpose of this Section is to define how the Legacy Fund will be administered after the end of the Games.
- **29.3** Any budget surplus existing at the end of the Games shall be divided as follows:
 - (a) eighty (80%) percent will remain in the Province of PEI; and









- (b) twenty (20%) percent will be transferred to the Council to be used to support ongoing Council national activities, including the delivery of Council's Transfer of Knowledge Program.
- 29.4 The Council hereby agrees that it will forego a part of its share of the budget surplus set out in section 29.3 above provided that the Host Society agrees that:
 - (a) a minimum financial contribution of five (5%) percent of the budget surplus will be provided to the Council to be used to support on-going Council national activities, including the delivery of Council's Transfer of Knowledge Program;
 - (b) the balance of the total budget surplus will be used to support amateur sport in the Province of PEI:
 - (c) all activities and initiatives in the Province of PEI that are or are to be supported by the budget surplus will promote the Canada Games brand;
 - (d) the administration of the Legacy Fund will have as its primary objective the development of athletes, coaches, officials, volunteers and amateur sport organizations, and emphasize, where possible, a continuing link to the Canada Games Dreams and Champions programs, and additionally a portion may be applied to post Games operating and maintenance costs of new Venues; and
 - (e) future plans involving the budget surplus will include consideration of partnership opportunities and efforts to leverage additional and sustainable dollars to enhance the Legacy Fund.
- 29.5 The Host Society will establish a Legacy Committee and will invite Canada, the Province and the Council to appoint one member of the Committee. The mandate of the Legacy Committee shall be as follows:
 - (a) to ensure that any of the tangible assets which form part of the Legacy Fund are disposed of in an appropriate manner within one year from the end of the Games, with the proceeds thereof falling into and forming part of the Legacy Fund;
 - (b) to ensure that the Legacy Fund is transferred within a year of the end of the Games to an appropriate not-for-profit organization as the Legacy Committee sees fit which will manage the Legacy Fund on such terms and conditions as are determined by the Legacy Committee;
 - (c) the Host Society will establish a series of guiding principles for the administration of the Legacy Fund which the Legacy Committee will use its best efforts to respect and implement as are appropriate;
 - (d) to comply with any commitments made to the Council by the Host Society pursuant to clause 29.3 and clause 29.4 herein; and
 - (e) to ensure that the administration of the Legacy Fund will include plans for the ongoing branding of the Canada Games movement in the sport system in the Province of PEI.









- **29.6** The Parties recognize the following targets for timelines related to the Legacy Plan:
 - (a) establishing the Legacy Committee within sixty (60) days of the signing of this Agreement;
 - (b) completing the Legacy Plan one year before the Games;
 - (c) reassessing the budget surplus portion of the Legacy Plan three months after the Games: and
 - (d) completion of the distribution of tangible assets and the budgetary surplus, if applicable, one year after the Games.

IMPLEMENTATION OF AGREEMENT

30. <u>2009 Canada Games Coordinating Committee</u>

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

31. <u>Limitation of Liability, Indemnification and Insurance</u>

- **31.1** Except as expressly set out in this Agreement or as otherwise agreed to in writing, Canada assumes no responsibility for:
 - (a) any aspect of the organization, planning, construction, management, staging or financing of the 2009 Canada Games; or
 - **(b)** any revenue shortfall or final deficit.
- 31.2 The Host Society will save harmless and indemnify Canada, the Province, and the Council against any and all claims, liabilities, demands, damages, rights or causes of action, and expenses, including without limiting the generality of the foregoing, legal costs on a solicitor/client basis, made or asserted by any third party arising out of, or incidental to, this Agreement or the use and occupancy, in connection with the Games, of any lands, buildings, fixtures and facilities, unless Canada's, the Province's, or the Council's negligence, default or wilful misconduct gave rise to any such claim, liability, demand, right, action or cause of action.
- 31.3 The Host Society will, at its expense, obtain and maintain all appropriate insurance coverage including Directors' and Officers' liability and such other insurance as deemed necessary by its Finance and Administration Division (i.e. public liability insurance, motor vehicle public liability insurance and comprehensive general property insurance) until the day the Host Society is wound-up or such later period as may be specified in an insurance policy.
- The amount of the coverage is to be phased-in commensurate with the risks involved, with public liability insurance of not less than ten million dollars (\$10,000,000).









- **31.5** The Host Society will provide, upon demand, evidence satisfactory to other Parties, of insurance coverage as described in section 31.3, as well as evidence of payment of insurance premiums.
- 31.6 Those Parties who are indemnified by the Host Society, as referenced in section 31.2, will be included as a named insured on insurance policies where applicable for the purposes of indemnification of that Party.

32. <u>Dispute Resolution</u>

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

GENERAL PROVISIONS

33. Conflict of Interest

- 33.1 No Member of the House of Commons, of the Senate or the Legislative Assembly of Prince Edward Island or its employees will be eligible to participate in this Agreement or to receive any benefit that may arise therefrom.
- 33.2 No current or former federal public office holder or public servant of the federal Government who is not in compliance with the *Values and Ethics Code for the Public Service* or the *Conflict of Interest and Post-employment Code for Public Office Holders* will derive a direct benefit from this Agreement.
- 33.3 No former Prince Edward Island government public servant or public official who is not in compliance with the post-employment provisions of the Province's *Conflict of Interest Guidelines* will derive a direct or indirect benefit from this Agreement.
- 33.4 No public servant who is on secondment from the federal or provincial government will be deemed to be receiving a benefit from this Agreement if that person earns his or her salary working for the Host Society.

34. Waiver

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









35. Entire Agreement

- 35.1 With the exception of the 1997 Clear Lake Resolution, this Agreement including the Appendices, and any amendments to them, constitute the entire agreement among the Parties with respect to the subject matter addressed herein. This Agreement takes precedence over, cancels, and replaces any other agreement, undertaking, contract, quasi-contract or obligation that may have been concluded or may exist among the Parties with respect to the issues addressed herein.
- 35.2 In the event of any inconsistencies between this Agreement and other agreements entered into pursuant to this Agreement, this Agreement prevails between the Parties to the extent of the inconsistency.
- 35.3 The Parties acknowledge that the Council and the Host Society have entered into, or will enter into, a Hosting Agreement dealing with other matters related to the organization, planning, promotion and staging of the 2009 Canada Games.

36. Notice

- **36.1** Any confirmation, report, notice, consent, approval, instruction, authorization, direction, waiver, statement or other document that a Party may be required or may desire to give or deliver to another Party will be in writing, effective, and deemed received by the Party:
 - (a) if delivered personally, on the date of delivery;
 - **(b)** if mailed, on the third business day after mailing;
 - (c) if transmitted by facsimile transmission, on the date the transmission is confirmed received through the transmission report; and
 - (d) if sent by electronic mail, then when capable of being retrieved by the Party.

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

37. Amendments

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

38. Execution

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









39. Interpretation

39.1 This Agreement will be governed by, and construed in accordance with the laws in force in the Province of Prince Edward Island.

40. Confidentiality

- 40.1 All information obtained during the course of this Agreement is confidential and of a nature whose disclosure would interfere with the Parties ability to plan, organize, stage and finance the Games, and as such the Parties will not, save as may be required by law, disclose such information without the prior consent of the concerned Party.
- **40.2** Notice is hereby given that Canada is subject to the provisions of the *Access to Information Act and Privacy Act* (Canada). Information submitted and in the possession of a federal institution may be eligible for disclosure in accordance with the requirement of that Act.
- 40.3 Any information provided on this agreement may be subject to release under the Province's Freedom of Information and Protection of Privacy Act. The Parties may be consulted prior to the release of any information.
- 40.4 Any information provided pursuant to this Agreement may be subject to release under the Provincial and Federal access to information or freedom of information legislation and legislation that protects the privacy of individuals with respect to personal information. Any collection or use of personal information is subject to the Provincial and Federal freedom of information and protection of privacy legislation. Personal information may not be released to any third party or unauthorized individual except in accordance with the legislation.

41. Compliance with Applicable Laws

41.1 The Host Society agrees to comply with all applicable federal, provincial and local laws, regulations and bylaws. In addition, the Host Society undertakes to obtain all necessary licenses, permits, consents and approvals that may be required by law to carry out its activities. Furthermore, the Host Society agrees to comply with the provisions of its Bylaws, any other corporate governance document subscribed by the Host Society or any resolution of the Host Society; and any judgment, decree, order or award of any court, regulatory authority or arbitrator made in respect of the Host Society.

42. Agreement not a Partnership

- **42.1** Except as expressly set out in this Agreement, this Agreement will not be construed to place the Parties in the relationship of agents and principal, master and servant, settlor and trustee, partners or joint venturers, and no Party will have the right to obligate or bind any other Party in any manner.
- 42.2 It is acknowledged that the Host Society is not an agent of any other Party and that none of the Parties is an agent of the Host Society.









- **42.3** A Party will not, unless otherwise agreed to in writing by other applicable Party, hold itself out as an agent of that Party, nor purport to enter into contracts on behalf of that Party.
- **42.4** Unless otherwise agreed to by the applicable other Party, the Host Society will ensure that all agreements it will enter into in respect of this Agreement will contain a provision indicating that the Host Society is not an agent of Canada, the Province or the Council.

43. Severability

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

44. <u>Termination</u>

44.1 This Agreement will terminate on the later of March 31, 2010, or the completion of all obligations of the Parties under this Agreement, unless otherwise agreed by all the Parties.

45. Survival

45.1 Notwithstanding any termination of this Agreement, sections 26, 31 and 40 will survive in accordance with their provisions, as well as any other section or provision which, by its nature, would normally survive any such termination.

46. Counterparts

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









IN WITNESS WHEREOF the Parties have executed this Agreement on the day first about written.	ve
SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA:	
The Minister of Canadian Heritage, Status of Women and Official Languages	
Witness Date	
SIGNED ON BEHALF OF GOVERNMENT OF PRINCE EDWARD ISLAND:	
Minister, Communities, Cultural Affairs and Labour	



Witness





Date



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

President	
Witness	Date
CEO Revenue Sources	
Witness	Date
SIGNED ON BEHALF OF C	ANADA GAMES COUNCIL:
Chairman	
Witness	Date
President-CEO	
Witness	Date









APPENDIX A

CANADIAN POLICY AGAINST DOPING IN SPORT

I. INTRODUCTION

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

The CANADIAN POLICY AGAINST DOPING IN SPORT (2004) replaces all previous antidoping policies, notably the <u>Canadian Policy on Doping in Sport (2000)</u> and the <u>Canadian Policy Against Doping in Sport (1991)</u>.

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

II. PREAMBLE

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

Public Interest

Doping-free sport is a matter of public interest. The CANADIAN POLICY AGAINST DOPING IN SPORT is consistent with the spirit of the Physical Activity and Sport Act, R.S.C. 2003, c. 2, and the Canadian Sport Policy (May 24, 2002). It applies not only to Athletes, but also to Athlete Support Personnel such as coaches, doctors and other support staff, and to National Sport Organizations. Governments, Sport Organizations and other bodies have separate but complementary responsibilities for the common goal of eliminating doping in sport. Everyone must play an active role in order to protect the interests of sport and the integrity of individuals, especially young people. Anti-doping efforts require transparency, openness to scrutiny and public accountability in order to achieve public confidence, subject only to the need to protect the privacy of individuals who are subject to the CANADIAN POLICY AGAINST DOPING IN SPORT.

Global Approach

Comprehensive Approach Doping in sport is due to a combination of individual, cultural and societal factors. Prohibited substances or Prohibited Methods, which are harmful to the individual, are not restricted to sport and other physical activities, and do not exist in isolation of general societal trends, issues and values. The fight against doping in sport requires a comprehensive approach involving education, prevention, rehabilitation and reintegration, international collaboration, detection and deterrence, and research by Governments and by the Canadian sport community. Measures to control the Use of Prohibited Substances and









Prohibited Methods, as well as Testing and sanctioning, must be undertaken. Equally important, the positive values of sport and athletic achievement attained through fair and healthy means must be promoted among those who participate in sport or otherwise support the Canadian sport system.

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

International Harmonization

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

III. DOPING

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

IV. PURPOSE

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

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

V. ROLES AND RESPONSIBILITIES

Individuals

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

National Sport Organizations

 National Sport Organizations must adopt the CANADIAN POLICY AGAINST DOPING IN SPORT as a condition of receipt of federal government funding. They shall respect the designated authority of the CCES on all anti-doping matters.









• National Sport Organizations, and by extension, their affiliated Provincial Sport Organizations, are further obligated to implement anti-doping measures to the extent required by their respective international Sport Organizations.

Multi-Sport/Multi-Service/Major Games Organizations

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

Federal Government

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

Provincial/Territorial Governments

- As part of the CANADIAN POLICY AGAINST DOPING IN SPORT, provincial/territorial governments shall be responsible for education, public awareness and training activities.
- Provincial/territorial governments shall encourage the Sport Organizations within their jurisdiction to comply with the CANADIAN POLICY AGAINST DOPING IN SPORT and assist with the implementation of the Canadian Anti-Doping Program.









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

The Canadian Centre for Ethics in Sport (CCES)

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

VI. APPLICATION

Application of the POLICY to Sport Organizations:

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









Application of the POLICY to Individuals:

The CANADIAN POLICY AGAINST DOPING IN SPORT applies to

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

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

COMING INTO FORCE AND REVISION

Coming into Force

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

VII. REVISION

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

VIII. IMPLEMENTATION / MONITORING

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

IX. INTERPRETATION

World Anti-Doping Code

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

Language

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

Italics

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

















APPENDIX B

CANADA'S OFFICIAL LANGUAGES REQUIREMENTS

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









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









APPENDIX C

FEDERAL GOVERNMENT POLICY ON TOBACCO SPONSORSHIP OF NATIONAL SPORT ORGANIZATIONS

PRINCIPLES

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

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

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

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

THE POLICY

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

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

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









CONCLUSION

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









APPENDIX D

Federal Visibility Requirements 2009 Canada Games

	Pre-Games	During Games
Wordmark Placement	 On all print materials, such as posters, tickets, all publications On all print advertisements; On all television advertisements; On all displays and banners On all internal and external newsletters; On official 2009 Canada Games web-site The size and location of the Wordmark should reflect the federal contribution	 Venue signage: a minimum of 1 in-camera and 1 spectator view Wordmark in the competition venues; On all print materials produced for distribution during the 2009 Canada Games (ie. programmes, guides etc)
Print Materials	In addition to Wordmark placement, all major promotional print publications produced for the pre-2009 Canada Games period should contain the following: Message from the Prime Minister, Minister or Secretary of State Placement of Sport Canada or other Government of Canada ad	In addition to Wordmark placement, all major print materials produced for the period, (i.e official 2009 Canada Games program, spectators' guide, and information guides for athletes officials and technicians) should contain the following: Message from the Prime Minister, Minister or Secretary of State Placement of Sport Canada or other Government of Canada ad
Banners	Strategically placed banners with Wordmark	· Strategically placed banners with Wordmark
Speaking Opportunities	Federal Government representation at all announcements and media events leading up to the 2009 Canada Games	Federal Government representation at all major announcements and media events during the 2009 Canada Games including opening and closing, receptions etc.
Advertising	Where the Host Society receives free space, free Federal ad placements should	Where the Host Society receives free space, free Federal ad placements should









	be provided in the 2009 Canada Games supplements or special editions of such publications as local newspapers.	be provided in the 2009 Canada Games supplements or special editions of such publications as local newspaper.
Distribution of Promotional Products		 Host Society should assist with the distribution of federal promotional products if needed.
Other	 Federal Government quotes in all news releases where possible; Link to Sport Canada website plus information on Government contribution to the 2009 Canada Games on their website 	 Federal Government quotes in news releases where possible Daily on-site PA announcements per session Federal Government presence at all medal ceremonies, where possible









APPENDIX E

OPENING CEREMONY POLICY

I. PREAMBLE

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

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

II. POLICY STATEMENT

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

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

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

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

IV. PROCEDURES

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

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

 Bilingualism – while the Opening Ceremony needs to be completely bilingual, there is no need for every part to be repeated in both languages. Rather, the script should have a









good balance of French and English to ensure the bilingual nature of the Ceremony. A minimum of 40% of the Ceremony should be in each official language;

- Access for athletes with a disability:
- The implications that a national level broadcaster can bring to the production a separate Broadcast Production Committee will be coordinated by the Canada Games Council and will include a representative from the Ceremonies and Protocol division; and
- If necessary, the inclusion and meaningful participation of any special groups (e.g. Aboriginals, and/or other groups specific to a community).

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

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

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

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

c) Parade of Teams:

Athletes enter the arena/stadium starting with the host of the previous Games of the same season (i.e. winter or summer). The Host Province/Territory enters last. Other teams enter in alphabetical order (in the preferred language of the Host Society). Provincial/Territorial Ministers of Sport are introduced when their respective team enters the arena/stadium. All athletes must march in front of the VIP platform, unless the CGC expressly approves an alternative parade for exceptional reasons (e.g. depending on the lay-out of the site or length of the parade).

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

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









d) Singing of National Anthem:

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

e) Entrance of Canada Games Flag:

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

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

f) <u>Canada Games Oaths</u>

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

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

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

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

g) <u>Lighting of the Flame (cauldron):</u>

The Roly McLenahan Torch enters the arena/stadium carried by a Host Society designated individual(s) who will make a complete circuit of the venue and raise it in salute in front of the VIP platform/seats. The last individual to receive the torch will then proceed with the torch to the flame (cauldron) to light it. A short narrative about the Torch is provided and must be read by the Master of Ceremony. Please refer to Appendix III for information on the Roly McLenahan Torch and Canada Games Cauldron.

h) Official Opening of the Games:

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

i) Speeches

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

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









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

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

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

V. TIMING

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









APPENDIX F

CLOSING CEREMONY POLICY

I. PREAMBLE

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

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

II. POLICY STATEMENT

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

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

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

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

IV. PROCEDURES

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









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

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

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

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

b) Arrival of VIPs (VIP Platform/seats)

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

c) Parade of Teams

Athletes enter the arena/stadium starting with the host of the previous Games of the same type (i.e. winter or summer). The Host Province/Territory enters last. Other teams enter in alphabetical order (in the preferred language of the Host Society). Provincial/Territorial Ministers of Sport are introduced when their respective team enters the arena/stadium. All athletes must march in front of the VIP platform, unless the CGC expressly approves an alternative parade (e.g. depending on the lay-out of the site or length of the parade).

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

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









d) Awards Presentation

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

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

• Claude Hardy Award (under revision)

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

Jack Pelech Award

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

The Centennial Cup

This trophy is presented to the Province/Territory showing the greatest improvement in their final standing at the previous Canada Games with the comparison being made on a winter-to-winter and summer-to-summer basis. The Cup is presented by the Federal Minister of Sport and accepted by the Chef de Mission and two athletes (one female athlete, one male athlete).

e) Lowering of the Canada Games Flag:

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

f) The Canada Games Flag

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









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

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

h) <u>Presentation of the Roly McLenahan Torch</u>

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

i) Singing of National Anthem

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

j) Speeches

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

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

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

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

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

V. TIMING

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









CLOSING CEREMONY POLICY OUTLINE -CLOSING CEREMONY

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

Required elements:

Pre-show	1- Entrance of P/T Ministers of Sport	3 minutes
i ic-silow	2- Entrance of VIPs	3 minutes
01		
Show	1- Parade of teams	30 minutes
	2- Governor General or Federal government	3 minutes
	designate speech	
	3- Presentation of Claude Hardy award (under	2 ½ minutes
	revision)	
	4- Premier of the Host Province/Territory speech	1 ½ minute
	5- Presentation of Jack Pelech award	3 minutes
	6- Mayor of the Host municipality speech	1 ½ minute
	7- Presentation of Centennial Cup	3 minutes
	8- Lowering of the Canada Games flag and	5 minutes
	presentation by Canada Games Council Chair	
	9- President of the Host Society speech	1 ½ minute
	10- Extinguishing of the Flame and Official closing	2 minutes
	(the Governor General or Federal government	
	designate simply returns at this point to declare the	
	Games closed – her speech already took place as	
	she was the first speaker)	
	11- Presentation of the Roly McLenahan Torch and	2 minutes
	Chair of the CGC speech (while holding the torch)	1 ½ minute
	12- Singing of national anthem	2 ½ minutes
	Total time – required elements*	59 minutes
	Maximum time left for entertainment	31 minutes

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

Minimum requirements in case of weather conditions:

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









CLOSING CEREMONY POLICY ROLY MCLENAHAN TORCH AND CANADA GAMES CAULDRON

The Roly McLenahan Torch:

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

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

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

The Canada Games Flame (cauldron):

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









APPENDIX G

MEDAL PRESENTATION POLICY

I. PREAMBLE

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

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

II. POLICY STATEMENT

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

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

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

- provide staff guidance to the Host Society on matters pertaining to medal presentation policy and procedures;
- provide the 'Look Out World' song for medal presentations
- approve medal designs;
- ensure appropriate representation of partners in medal presentations prior to the Games;
- approve the medal presentation script;
- identify exceptions to the standard sport specific protocol identified;
- approve exceptions to this policy and these procedures; and
- provide the Host Society with a medal table, by sport and by event, to summarize the
 information regarding medals, and special requirements where applicable, contained in
 the technical packages for each sport.

IV. PROCEDURES

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

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

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









a) Medal Ceremonies

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

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

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

b) Medal Ceremony Sequence

The medal presentation ceremony must adhere to the following sequence:

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

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

V. TIMING

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









MEDAL PRESENTATION POLICY – Appendix I MEDAL PRESENTER GUIDELINES

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

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

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

MEDAL PRESENTATION POLICY – Appendix II MEDAL PRESENTATION SCRIPT TEMPLATE

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

(MC should announce the time frame for the ceremonies to begin.) MC: Honoured Guests, Athletes, Ladies and Gentlemen, welcome to the medal presentation and official closing for the sport of MC: Chers invités et athlètes, mesdames et messieurs, soyez les bienvenus à la remise des médailles de <u>(sport, épreuve)</u> . (If Medal Presentation ceremony sponsored: MC: This Medal Presentation Ceremony is brought to you by <u>(sponsor)</u>, proud sponsor of the (year) Canada (season) Games.) MC: Cette cérémonie de remise des médailles vous est présentée par (commanditaire), fier commanditaire des Jeux d'_(saison)_ du Canada de __(année)__. MC: Please welcome our medallists. MC: Veuillez accueillir nos médaillés. (Flag bearers, sign carriers, et al march in to "Look Out World".) MC: On behalf of the <u>(year)</u> Canada <u>(season)</u> Games, Mr./Mrs./Ms _____, will now present the Bronze, Silver and Gold medals respectively to the winners of the competition. (Alternative – if different presenter for each medal, introduce them separately before introducing the respective medallist) MC: Monsieur/Madame va maintenant remettre, au nom des Jeux d' (saison) du Canada de (année), les médailles de bronze, d'argent et d'or aux gagnants de la compétition. MC: Receiving the Bronze medal, from Team _____, is/are ____.

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





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





MC: La médaille d'argent est décernée à de l'équipe de			
MC: Receiving the Gold medal, from Team, is/are MC: La médaille d'or est décernée à de l'équipe de			
MC: Congratulations to all of the winners! MC: Félicitations à tous les médaillés! (Medals are presented as names are called. As the athletes' names are announced, the individual steps onto the appropriate podium section. VIP puts medal around neck, offers commemorative pin and shakes hands with the recipient.)			
MC: Ladies and gentlemen, your medal winners of the <u>(sport, event)</u> competition. MC: Mesdames et Messieurs, vos médaillés de la compétition de <u>(sport, épreuve)</u> .			
MC : Please raise for our National anthem. MC: Veuillez vous lever pour notre Hymne national.			
("Oh Canada" plays. VIP moves away from the medal podium. Athletes stay on podium.)			
MC: It is now my pleasure to introduce Mr./Mrs./Ms who will officially close this competition. MC: J'ai maintenant le plaisir de vous présenter Monsieur/Madame, qui va clore officiellement cette compétition.			
(VIP moves to the mike and speaks.)			
MC: Thank you Mr./Mrs./Ms MC: Merci Monsieur/Madame			
MC: On behalf of the <u>(year)</u> Canada <u>(season)</u> Games, thank you to all the participants and spectators for making the <u>(sport, event)</u> competition so successful. MC: Au nom des Jeux d' <u>(saison)</u> du Canada de <u>(année)</u> , merci à tous les participants et aux spectateurs pour avoir fait de la compétition de <u>(sport, épreuve)</u> un succès.			
MC: Once again, congratulations to all the winners! MC: Une fois de plus, félicitations à tous les médaillés!			
(Ceremonies group leaves in the same order that they marched onto the field. "Look Out World" plays them off.)			









APPENDIX H

VIP POLICY

I. PREAMBLE

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

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

II. POLICY STATEMENT

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

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

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

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

IV. PROCEDURES

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

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

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

VVIPs VIPs Games Observers Sport Observers

a) <u>VVIPs</u>

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









VVIP invitations will be extended to:

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

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

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

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

b) VIPs

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

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

VIP invitations will be extended to:

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









Others, as agreed to between CGC and Host Society

tbd

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

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

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

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

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

c) Games Observers

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

Invited Games Observers include the following:

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

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

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









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

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

d) Sport Observers

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

Invited Sport Observers include:

National Sport Organizations* (each)

Provincial Sport Organizations (optional; each)

2

Professional/College/National scouts, coaches

tbd

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

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

V. VVIP AND VIP SEATING AT VENUES

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

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

VI. HOSPITALITY LOUNGES

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

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









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

VII. RECEPTIONS

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

VIII. TIMING

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

















APPENDIX I

Coordinating Committee Terms of Reference

1. Mandate

- **1.1** The Coordinating Committee is created pursuant to the mutual commitment of the Host Society, Canada, the Province and the Council to ensure a collaborative approach and increased coordination for the 2009 Canada Games. The mandate of the Coordinating Committee is to:
 - (a) provide coordination and oversight for the implementation of this Multi-Party Agreement (MPA), including promotion of effective, coordinated planning and communication among the Parties with respect to financial and operational matters identified (such as visibility) within this Agreement;
 - (b) provide a forum for sharing information between the Host Society, Canada, the Province and the Council;
 - (c) serve as a forum for the identification and consideration of issues arising from this MPA or other significant issues brought forward by any of the Parties;
 - (d) provide a preliminary mechanism for issue resolution between the parties; and
 - (e) clarify the reporting and monitoring needs of the Parties if necessary.
- **1.2** The Coordinating Committee is not a decision making forum; it provides advice and recommendations to the Host Society Board of Management pertaining to the interpretation and implementation of this Agreement.

2. Committee Composition

- **2.1** There will be four members:
 - (a) the President and CEO of the Council, as Chair;
 - (b) the 2009 Games Host Society CEO Revenue Sources, with the CEO Operations as the first alternate;
 - (c) the Province's Canada Games Lead; and
 - (d) Canada, Canada Games Senior Program Officer.
- **2.2** Substitution by another delegate is allowed. The replacement or alternate needs to reflect continuity.

3. Accountability

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









4. Code of Conduct

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

5. Time Frame and Meetings

- 5.1 The Coordinating Committee is constituted on signing of this Agreement through to the end of the conduct of the Games.
- 5.2 The Coordinating Committee will meet monthly if required before the commencement of the 2009 Canada Games, using face-to-face meetings, conference calls and electronic correspondence. It will meet as frequently as necessary to deal with urgent items during the conduct of the Games.

6. Administrative Support

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

7. Issue Resolution

- **7.1** Should the Committee be unable to resolve an issue through negotiation among the members, the Committee members will refer the issue to people at more senior levels within their respective organizations to engage them in the process.
- **7.2** Members will strive to reach decisions through consensus wherever possible.

8. Quorum

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

9. Invited Guests

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









APPENDIX J

ADDRESSES

For Canada

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For Prince Edward Island

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Attn: John Morrison

For The Host Society

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Attn: Brian McFeely

For Council

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Attn: Sue Hylland







