

# **GUARANTEES FILE**

Youth Olympic Games Rotterdam 2018

## Colophon

- Contact:

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## **Q 1.6: Concept and Legacy - Local (City of Rotterdam)**

### *Requested Guarantee (p 41\_121)*

*Provide a guarantee from the competent authorities stating that all construction work necessary for the organisation of the Youth Olympic Games will comply with:*

- Local, regional and national environmental regulations and acts*
- International agreements and protocols regarding planning, construction and protection of the environment*

### *Competent guarantor*

City of Rotterdam

### *The guarantee*

Please find in the following sleeves:

- (1) the letter by the City of Rotterdam confirming all local guarantees, original attached to Q 1.6 and the guarantee itself.

# Q 1.6 (City of Rotterdam)

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## *Introduction*

Building and environmental law is the entire body of legal rules designed to ensure the safety and integrity of the construction of buildings and to protect the environment. Protection of buildings and the environment is integrated in the various of types of legislation.

## *Legal framework*

Building, environmental protection, spatial planning and water management are interlinked. They are complementary domains, but the approach taken to them differs.

### Building law and the safety of constructions

Construction and safety law in the Netherlands is to a large extent governed by national law. The Housing Act, the Building Decree and the Building Regulations provide the framework for the criteria that buildings have to meet in terms of construction and function and for the use of sustainable materials in buildings.

The Fire Safety Rules for the Use of Buildings (*Gebruiksbesluit*) is the main source of the safety requirements that have to be met by buildings, in particular buildings that will accommodate large numbers of people.

The Spatial Planning Act (*Wet ruimtelijke ordening*) lays down the framework of procedures, decision-making criteria and quality requirements for the lay-out and structure of the physical environment, including infrastructure.

### Environmental law

In the Netherlands, environmental law consists of **international** law (the Aarhus Convention, climate treaties), **European** law in the form of regulations and directives adopted by the European Commission and the case law of the European Court of Justice, as well as **national** law. National environmental law encompasses legislation for specific sectors, administrative rules, provisions of civil law relating to liability for environmental harm case law based on them, as well as criminal sanctions.

### Specific legislation

There are several key laws designed to prevent nuisance and protect the environment. The Environmental Management Act (*Wet milieubeheer*) and rules derived from it, in which all of the obligations under EU law are implemented, mainly regulates the protection of the immediate vicinity of a building by applying Best Available Techniques.

Nature conservation legislation lays down the planning rules and the rules of behaviour to protect areas of natural beauty and species of flora and fauna and has consequences for planning decisions.

The Water Act (*Waterwet*) lays down requirements for the quality and quantity of surface water.

The Environmental Licensing (General Provisions) Act (*Wet algemene bepalingen omgevingsrecht - Wabo*) forms the legal basis for granting licences and monitoring compliance with their terms.

### Administrative law

Decision-making procedures and the rules governing objections and appeals against decisions by authorities are laid down mainly in the General Administrative Law Act (*Algemene wet bestuursrecht (Awb)*) and the Wabo. The Awb mainly provides general safeguards. Additional rules and standards to be observed in procedures can be found in the Wabo and other specific laws. Individuals can object to building, environmental and planning decisions by the government that directly affect them to the relevant administrative body and appeal against them to the administrative courts.

The allocation and delegation of administrative powers, and the exercise of those powers, are regulated in organic laws, which regulate the respective powers of the different tiers of government.

The principal laws are the Constitution, the Provinces Act (*Provinciewet*) and the Municipalities Act (*Gemeentewet*).

Administrative enforcement

The principal instruments of supervision and enforcement of the legal rules relating to construction and environmental law are administrative: administrative coercion (*bestuursdwang*), instruction under threat of penalty payments (*last onder dwangsom*) and administrative fines (*bestuurlijke boete*). Objections can be made against these sanctions to the relevant administrative body, and appeal lies to the administrative courts.

#### Civil law

Civil law plays only a very minor role in enforcing the government's environmental policy. Civil law mainly regulates legal relations between individuals and other private parties in relation to contractual and other obligations. It provides legal remedies for parties who have sustained environmental or construction damage from those who caused the damage, to prevent or contain damage, provided the damage does not ensue from an administrative decision adopted or implemented by the government. The Dutch Civil Code and the Code of Civil Procedure provide the framework for the procedures in disputes between private individuals and/or companies. The government facilitates this by appointing and financing the judiciary.

#### Criminal law

The criminal law provides additional sanctions to enforce legal rules based on licensing. Violations of statutory building and environmental rules defined as an offence or crime under the Economic Offences Act (*Wet economische delicten*) can be prosecuted. The criminal court decides whether there has been an offence or a crime. The Public Prosecution Service (OM) and the administrative body make agreements on the application of the various enforcement instruments and on when to bring a prosecution. There is also a separate role for criminal law in relation to environmental offences that do not follow from the licensing system.

#### *Competent guarantor*

Since neither the Government nor the Province, but only the City of Rotterdam, will have to construct buildings or infrastructure for the Youth Olympic Games, the guarantee is provided by the City of Rotterdam.

#### *The guarantee*

The City of Rotterdam guarantees that the necessary buildings and infrastructure for the Youth Olympic Games will be constructed with due observance of the legal framework briefly described above. This means that the necessary constructions and infrastructure will comply with local, regional and national environmental law and with international treaties and protocols relating to planning, the construction and safety of buildings and protection of the environment.

## **Q 2.3: Political and economic climate and structure (The Government, the City of Rotterdam, NOC\*NSF)**

### *Requested Guarantee (p 44\_121)*

*Guarantee obtained from national, regional and local authorities as well as the bodies listed in Q 2.1 regarding their support and commitments - financial or other - towards the YOG*

### *Competent guarantor*

The Government, City of Rotterdam, NOC\*NSF

### *The guarantee*

The financial part of this guarantee cannot yet be provided. Please find in the following sleeves:

- (1) the letter provided by the Government;
- (2) the letter provided by the City of Rotterdam;
- (3) the letter provided by the NOC\*NSF.

### **Q 3.1: Legal aspects (The Government, City of Rotterdam)**

#### *Requested Guarantee (p 46\_121)*

*Provide a covenant from ALL AUTHORITIES CONCERNED by the project of hosting the YOG guaranteeing the following:*

- Respect of the provisions of the Olympic Charter and Youth Olympic Games Host City Contract*
- The understanding and agreement that all commitments made are binding*
- Taking the necessary steps so that the city fulfils its obligations completely*

#### *Competent guarantor*

The Government and the City of Rotterdam.

#### *The guarantee*

Please find in the following sleeves:

- (1) the letter provided by the Government confirming the model guarantees and the model guarantees themselves;
- (2) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee by the City of Rotterdam itself.

## Q 3.1 (City of Rotterdam)

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The mayor of the City of Rotterdam, Mr. A. Aboutaleb, duly representing the City of Rotterdam,

hereby confirms that the Rotterdam Municipal Executive:

- Guarantees to respect the Olympic Charter and the Youth Olympic Games Host City Contract;
- Understand(s) and agree(s) that all representations, warranties and covenants contained in the Candidate City's bid documents, as well as all other commitments made, either in writing or orally, by either the Candidate City (including the Bid Committee) or its NOC to the IOC, shall be binding on the governing bodies of the City of Rotterdam;
- Guarantees that it will take all the necessary measures in order that the city completely fulfils its obligations within the framework of and with respect for international, national and local laws and obligations.



## **Q 3.2: Legal aspects (The Government, NOC\*NSF, Rotterdam Topsport Foundation, and the YOG Rotterdam Foundation)**

### *Requested Guarantee (p 46\_121)*

*Provide documentation indicating that appropriate measures have been taken or will be taken to:*

- protect the word mark "Rotterdam 2018" within the host territory*
- register domain names that are of value to your candidature such as "Rotterdam 2018" followed by extensions .com .net .org as well as the country code concerned*

### *Competent guarantor*

The Government, NOC\*NSF, Rotterdam Topsport Foundation, and the YOG Rotterdam Foundation.

### *The guarantee*

For the protection of the "Rotterdam 2018" word mark and related domain names, please find in the following sleeves:

- (1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 6);
- (2) the letter by the NOC\*NSF and the appendix to this letter;
- (3) the letter by the Rotterdam Topsport Foundation;
- (4) the respective registration and ownership documents.

# Q 3.2 (The Government)

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## *Introduction*

The requested guarantee encompasses:

- 1) Protection of the “Rotterdam 2018” word mark and related domain names.
- 2) Application for protection of
  - a. the “Rotterdam 2018” word mark; and
  - b. related domain names.

The “Rotterdam 2018” word mark and related domain names will be protected by the rules of national intellectual property law. The guarantee of the necessary protection is therefore provided by the national government (the Government).

The application for protection of the “Rotterdam 2018” word mark was made by the NOC\*NSF. Some of the related domain names are being requested by YOG Rotterdam Foundation and others by Topsport Rotterdam.

This guarantee relates to protection.

## *Legal framework*

The Government has observed that international sports federations require certain guarantees from governments. The Dutch Government has drawn up model guarantees on the basis of previous experience with international sports federations. These model guarantees are included in. Specific reference is made to chapter 6 of the model guarantee.

## *Competent guarantor*

The intellectual property rights are protected by national legislation and the competent guarantor is therefore the Government.

## Q 3.2 (YOG Rotterdam Foundation)

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### *Introduction*

The requested guarantee covers:

- 1) The protection of the “Rotterdam 2018” word mark and related domain names.
- 2) The application for protection of
  - a. the “Rotterdam 2018” word mark; and
  - b. related domain names.

The “Rotterdam 2018” word mark and related domain names will be protected by national intellectual property laws. The national government (the Government) will therefore provide the guarantee of the necessary protection.

The NOC\*NSF has applied for protection of the “Rotterdam 2018” word mark. The applications for some of the related domain names are being made by the YOG Rotterdam Foundation and for the others by Topsport Rotterdam.

This guarantee relates the application for the “Rotterdam 2018” word mark’ and to the application for the related domain names.

### *Competent guarantor*

The YOG Rotterdam Foundation can demonstrate that the necessary steps have been taken, in close cooperation with the NOC\*NSF and the Rotterdam Top Sport Foundation.

### *The guarantee*

The NOC\*NSF made the application for the “Rotterdam 2018” word mark to the appropriate trade mark register on 16/7/2012. The registration form showing that protection has been granted for the word mark is attached. Also attached is the letter by the NOC\*NSF that the registration will be transferred to the YOG Rotterdam Foundation should the YOG 2018 be awarded to Rotterdam.

The YOG Rotterdam Foundation hereby demonstrates that it can secure the requested domain names.

### **www.rotterdam2018.nl**

Topsport Rotterdam is the party entitled to this domain name. In the attached letter, Topsport Rotterdam declares that the YOG will be able to use the domain name.

### **www.rotterdam2018.net**

Topsport Rotterdam is the party entitled to this domain name. In the attached letter, Topsport Rotterdam declares that the YOG will be able to use the domain name.

**www.rotterdam2018.com**

This domain name has already been registered by Mr Song Wonsep. This follows from a Whois search, as attached in the annex, which also gives the contact details of the owner of the domain name (winwing@daum.net).

We contacted the owner at the e-mail address given in the Whois. It became clear from the correspondence that the owner is willing to sell the domain name for a sum of 5,000 US Dollars. The YOG Rotterdam Foundation hereby declares that it is willing to pay the 5,000 US Dollars to the owner, Mr Song Wonsep, if the IOC decides to award the YOG to the city of Rotterdam.

**www.rotterdam2018.org**

This domain name has already been registered by The Vu DAO. This follows from a Whois search, as attached in the annex, which also gives the contact details of the owner of the domain name ([daothevu@gmail.com](mailto:daothevu@gmail.com)).

We contacted the owner at the e-mail address given in the Whois. It became clear from the correspondence that the owner is willing to sell the domain name for a sum of 3,000 US Dollars. The YOG Rotterdam Foundation hereby declares that it is willing to pay the 3,000 US Dollars to the owner, The Vu DAO, if the IOC decides to award the YOG to the city of Rotterdam.

G.J.H. van der Vegt  
President, YOG Rotterdam Foundation

H. den Oudendammer  
Treasurer, YOG Rotterdam Foundation

### Q 3.3: Legal aspects (The Government)

#### *Requested Guarantee (p 46\_121)*

*Provide a declaration from the government of your country stipulating that all necessary legal measures have been taken, or will be taken, to protect Olympic-related marks and designations in the name of the IOC*

#### *Competent guarantor*

The Government

#### *The guarantee*

For the protection of the Olympic word marks, please find in the following sleeve:

- (1) the letter provided by the Government confirming the model guarantees, original attached to Q 3.1 and the model guarantees themselves (idem, see especially section 6).

# Q 3.3 (The Government)

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## *Introduction*

The Olympic logo, the words 'Olympic' and 'Olympiad' and all other related names and marks are protected by rules of national intellectual property law.

## *Legal framework*

The Government has observed that international sports federations require certain guarantees from governments. The Dutch Government has drawn up model guarantees on the basis of previous experience with international sports federations. These model guarantees and the letter from the Government are included in guarantee 3.1. Please refer to chapter 6 of the model guarantees specifically.

## *Competent guarantor*

The intellectual property rights are protected by national legislation and the competent guarantor is therefore the Government.

### **Q 3.5.1: Legal aspects (City of Rotterdam)**

#### *Requested Guarantee (p 47\_121)*

*Provide a declaration from your city authorities confirming that the Bid Committee is empowered to represent the YOG Candidate City and indicate the names of the persons and/or their titles who have the authority to sign contracts and other documents (such as the Undertaking and the Host City Contract) on behalf of the city.*

#### *Competent guarantor*

City of Rotterdam

#### *The guarantee*

For this guarantee, please find in the following sleeve:

- (1) the letter by the City of Rotterdam (original attached to Q 1.6) and the guarantee itself.

# Q 3.5.1 (City of Rotterdam)

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## *Introduction*

The bid book has been compiled by the YOG Rotterdam Foundation, which is acting as an intermediary between the various government organisations, the NOC\*NSF and the IOC with respect to delivering the requested guarantees.

The City of Rotterdam supports the YOG 2018 and the fact that the independent entity, YOG Rotterdam Foundation, has compiled the bid book for the YOG, as is apparent from the attached item from the agenda of the Municipal Executive. The Municipal Executive's formal decision approving the agenda item is also attached.

## *Legal framework*

### Stichting YOG Rotterdam (YOG Rotterdam Foundation)

The Stichting (foundation) was established by notarial deed. Its board has unlimited and unconditional authority to represent the Stichting.

## *Competent guarantor*

The City of Rotterdam

## *The guarantee*

The City of Rotterdam declares that the YOG Rotterdam Foundation is authorised to compile and submit the bid book for the YOG 2018 which, if they are awarded to it by the IOC, will be organised in Rotterdam.

The City of Rotterdam declares that Messrs. J. van der Vegt and H. den Oudendammer are members of the board and are authorised to represent the Stichting.



## Q 4.3 : Customs and immigration formalities (The Government)

### *Requested Guarantee (p 49\_121)*

*Describe the procedure that will be implemented in order to grant free access with free of charge entry visas (when applicable) into the country for accredited persons and provide a guarantee from the relevant authorities that accredited persons shall be able to enter into the country and carry out their function for the duration of the YOG and for a period not exceeding one month before and one month after the YOG*

### *Competent guarantor*

The Government

### *The guarantee*

For this guarantee, please find in the following sleeve:

- (1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 1).

## Q 4.4 : Customs and immigration formalities (The Government)

### *Requested Guarantee (p 49\_121)*

*Provide a guarantee from the relevant authorities stating that the temporary entry of certain personnel into your country for the organisation of the YOG will be authorised and that such persons will obtain appropriate work permits in an expedited and simplified manner.*

### *Competent guarantor*

The Government

### *The guarantee*

For this guarantee, please find in the following sleeve:

(1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 1).

## Q 4.6 : Customs and immigration formalities (The Government)

### *Requested Guarantee (p 49\_121)*

*Provide a guarantee from the relevant authorities, concerning the import, use and export of goods, including consumables, required by the IOC, the IFs, the NOCs and their delegations, the media, the sponsors and suppliers, FREE of all customs duties, in order for them to carry out their obligations regarding the celebration of the YOG.*

### *Competent guarantor*

The Government

### *The guarantee*

For this guarantee, please find in the following sleeve:

- (1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 1).

## **Q 5.1 Finance (the Government, City of Rotterdam, NOC\*NSF)**

### *Requested Guarantee (p 50\_121)*

*Provide a financial guarantee from the competent authorities covering a potential economic shortfall in the YOGOC budget.*

### *Competent guarantor*

The Government, City of Rotterdam, NOC\*NSF.

### *The guarantee*

The financial part of this guarantee cannot yet be provided. Please find in the following sleeves:

- (1) the letter provided by the Government (original attached to Q 2.3);
- (2) the letter provided by the City of Rotterdam (original attached to Q 2.3);
- (3) the letter provided by the NOC\*NSF (original attached to Q 2.3).

## Q 5.2 Finance (YOG Rotterdam Foundation)

### *Requested Guarantee (p 50\_121)*

*Provide guarantees pertaining to revenues indicated in the YOGOC budget (including subsidies) as well as any other additional financial guarantee you may have obtained.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

The financial part of this guarantee cannot yet be provided. Please find in the following sleeves:

- (1) the letter provided by the Government (original attached to Q 2.3);
- (2) the letter provided by the City of Rotterdam (original attached to Q 2.3);
- (3) the letter provided by the NOC\*NSF (original attached to Q 2.3).

## **Q 6.1: Marketing (YOG Rotterdam Foundation, NOC\*NSF)**

### *Requested Guarantee (p 56\_121)*

*Enclose in the YOG guarantees files one fully executed copy of an agreement between the NOC and the YOG candidate city in the territory for the period beginning on 1 January 2015 through to 31 December 2018 including the following:*

- Description of the marketing structure between the NOC and the YOGOC in the host territory for the above period*
- Description of the management responsibilities*
- Description of the properties and rights and the repartition of their ownership and marketing management*
- Description of the financial terms*

### *Competent guarantor*

YOG Rotterdam Foundation and NOC\*NSF

### *The guarantee*

For this guarantee, please find in the following sleeves:

- (1) the attached marketing agreement, signed by representative members of the YOG Rotterdam Foundation and the NOC\*NSF.

## **Q 6.2: Marketing (YOG Rotterdam Foundation)**

### *Requested Guarantee (p 56\_121)*

*Provide a guarantee confirming the YOGOC unconditional commitment to respect and protect the TOP partners and other IOC marketing partners' rights*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

For this guarantee, please find in the following sleeves:

- (1) the letter by the YOG Rotterdam Foundation.

## Q 6.3 : Marketing (The Government, City of Rotterdam)

### *Requested Guarantee (p 56\_121)*

*Provide (a) written guarantee (s) from the relevant government authorities confirming that the legislation necessary to effectively reduce and sanction ambush marketing and, during the period beginning two weeks before the Opening Ceremony to the Closing Ceremony of the Youth Olympic Games, eliminate street vending, control advertising space as well as air space will be passed no later than 1 January 2015.*

### *Competent guarantor*

The Government, City of Rotterdam

### *The guarantee*

With regard to the legislation mentioned under a) to d), please find in the following sleeves:

- (1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 6);
- (2) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6), as well as the guarantee by the City of Rotterdam itself.



# Q 6.3 (The Government)

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## *Introduction*

The Netherlands has no specific law covering “ambush marketing”. Nevertheless, there are legal instruments that meet the requirements of the IOC.

## *Legal framework*

In the Netherlands, protection against “ambush marketing” is provided indirectly through

### Private-law instruments:

- a) the intellectual property laws, more specifically copyright and trademark laws. These laws will protect the marks, logos and copyright of the IOC, YOG Rotterdam Foundation and the sponsors of the YOG 2018;
- b) unfair competition law, more specifically the law on misleading and comparative advertising and on unfair commercial practices (Articles 6:194 and 6: 193a of the Dutch Civil Code, respectively);
- c) general tort law: a private party can bring a legal action for compensation for any damage sustained as a result of a tort committed by another private party (Article 6:162 Dutch Civil Code)
- d) law of obligations: this creates the possibility of attaching conditions to the right of entry of visitors to the events at the YOG.

### Public-law instruments:

- e) local legislation, comprising a system of bye-laws, exemptions and licences enabling the local authority to largely prevent ambush marketing.

With regard to airspace control, the authoritative body is the Inspectie Leefomgeving en Transport (ILENT – Environment and Transport Inspectorate). It is for the minister of Infrastructure and Environment to decide, upon request, whether or not to close the airspace above Rotterdam for all advertisement flights. Should the YOG 2018 be awarded to the city of Rotterdam, the YOGOC will thoroughly discuss the strategy as regards this subject with the IOC.

## *Competent guarantor*

The guarantee with respect to the legislation under a) to d) is issued by the Government.

# Q 6.3 (City of Rotterdam)

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## *Introduction*

The Netherlands has no specific law covering “ambush marketing”. Nevertheless, there are legal instruments that meet the requirements of the IOC.

## *Legal framework*

In the Netherlands, protection against “ambush marketing” is regulated indirectly through

### Private-law instruments:

- a) the intellectual property laws, more specifically law copyright and trademark laws. These laws will protect the marks, logos and copyright of the IOC, YOG Rotterdam Foundation and the sponsors of the YOG 2018;
- b) unfair competition law, more specifically the law on misleading and comparative advertising and on unfair commercial practices (Article 6:194 and 6: 193a of the Dutch Civil Code, respectively);
- c) general tort law: a private party can bring a legal action for compensation for any damage sustained as a result of a tort committed by another private party(Article 6:162 Dutch Civil Code)
- d) law of obligations: this creates the possibility of attaching conditions to the right of entry of visitors to the events at the YOG.

### Public-law instruments:

- e) local legislation, comprising a system of bye-laws, exemptions and licences enabling the local authority to largely prevent ambush marketing.

### Enforcement:

The instruments under e) can only be enforced by administrative law measures.

## *Competent guarantor*

The guarantee for the legislation under e) is provided by the City of Rotterdam.

## *The guarantee*

With respect to the legislation referred to under e), the City of Rotterdam declares that it will do everything necessary, with due observance of international and national obligations, to institute the following prohibitions before 1 January 2015 and to maintain those prohibitions for the period starting two weeks before the YOG and during the YOG:

- the prohibition of placing or allowing the placement of temporary advertising or marks on the public roads within a radius of 250m of an event at the YOG;
- the prohibition of distributing documents or other materials in any manner with the apparent aim of commercial advertising within a radius of 250m of an event at the YOG;
- the prohibition of street vending of goods and/or food within a radius of 250m of an event at the YOG, unless a permit to sell at the market has previously been granted.
- the prohibition of distributing, recommending or announcing written or illustrated documents, recruiting members or donors, distributing products or samples or accosting people for the purposes of conducting a survey with the apparent aim of commercial advertising within a radius of 250m of an event at the YOG.

Exemptions from the above prohibitions will be granted to the companies and institutions that have sponsorship agreements with the IOC, NOC\*NSF and the YOG Rotterdam Foundation.



## Q 6.4 : Marketing

### *Requested Guarantee (p 56\_121)*

*In the event that there are plans for a lottery to finance the Youth Olympic Games, provide (a) guarantee(s) from the relevant authorities, endorsing the proposed plan and securing revenue projections in case such revenue projections are not achieved.*

### *Explanatory note*

The Rotterdam Bid Committee has no plans for a lottery to these specifications. Therefore, this guarantee is not applicable to the Rotterdam bid. For details, please refer to section 6.4 of the Rotterdam candidature file.

## Q 7.3 (YOG Rotterdam Foundation)

### *Requested Guarantee*

*Provide guarantees for the financing of work from the relevant competent bodies and specifying for which venues.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

No new permanent works need to be constructed. All competitions will be held in existing or temporary venues where no improvements to the infrastructure are required. Therefore guarantees for the financing of work are not applicable.

## **Q 7.4 : Sport (City of Rotterdam, several private parties)**

### *Requested Guarantee (p 61\_121)*

*Provide a guarantee from each venue owner guaranteeing the following:*

- use of the venue*
- rental costs (if applicable)*
- control, to the YOGOC, of the commercial rights in relation to existing or hereafter developed competition venues for the period the YOGOC has control of the venue, including any test events*

### *Competent guarantor*

City of Rotterdam, several private parties

### *The guarantee*

Each owner has issued a separate guarantee. In the following sleeve(s) you will find the guarantees by the City of Rotterdam and the private parties involved, as well as the following documents:

- (1) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee itself;
- (2) Ahoy;
- (3) KSVR Schietbaan Kralingen;
- (4) Rotterdamsche Manège;
- (5) Dutch Water Dreams/WeBeach B.V.;

# Q 7.4 (City of Rotterdam)

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## *Introduction*

Various venues will be required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

## *Competent guarantor*

City of Rotterdam

## *The guarantee*

The undersigned, duly representing the City of Rotterdam, hereby guarantees that, with respect to the venues for the Youth Olympic Games which are owned by the City of Rotterdam, the Organising Committee of the Youth Olympic Games (YOGOC) will have:

- exclusive use of the venue and
- all commercial rights (including but not limited to the terms and conditions listed in the "Clean venue appendix") for the following games venues for the period 1 August 2018 to 31 August 2018, inclusive:

- (1) Ahoy
- (2) Zuiderpark
- (3) Zwembad Charlois

- (4) Atletiekbaan Varkenoord
- (5) Topsportcentrum
- (6) Excelsior (Stadium Woudestein)
- (7) Kralingse Plas en Kralingse Bos
- (8) Openbare Golfclub Kralingen
- (10) Victoria
- (9) Rotterdamse Studentenrugby
- (11) Hoek van Holland
- (12) Willem-Alexanderbaan

The City of Rotterdam also agrees to abide by the terms of the Olympic Charter and Youth Olympic Games Host City Contract throughout the term of the lease agreement with the YOGOC.

## Clean venue appendix

As part of the guarantees submitted granting the YOGOC the right to use the venue in the period leading up to and during the Youth Olympic Games, the Bid Committee must ensure that for each proposed venue, the following terms and conditions are agreed to by the venue owner/manager.

### 1. Signage

The venue owner grants the YOGOC the right to have:

- Exclusive use of all indoor and outdoor signage at the venues as well as signage in areas adjacent thereto and under the control of the owner
- Exclusive control of all venue naming rights and signage, including but not limited to the right to re-brand or cover existing signage. The undersigned further undertakes to comply with the IOC's Naming Rights Protocol for Venues from the date of election of the Host City to the conclusion of the 2018 Youth Olympic Games

### 2. Retailing and concessions

The venue owner grants the YOGOC the right to:

- Be the sole and exclusive manager and operator of merchandise retail outlets and food/beverage concessions at the venue
- Sell Olympic merchandise at retail outlets and food/beverage concessions services, facilities and outlets
- Access all merchandise retail outlets as well as food and beverage outlets at the venue
- Use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions

### 3. Ticketing and hospitality

The venue owner grants the YOGOC the exclusive right to:

- Manage and sell tickets and hospitality in relation to the Youth Olympic Games for the venue
- Manage and sell suites and specialty seats in relations to the Youth Olympic Games for the venue

Throughout the term of the lease agreement, the venue owner shall not subject the YOGOC to any taxes or parking charges at the venue in relation to the sale of the aforementioned.

### 4. Broadcasting and Sponsorship

Throughout the term of the lease agreement, the venue owner agrees that the IOC and/or the YOGOC has the exclusive right to sell broadcast, sponsorship or any other multimedia rights in relation to the Youth Olympic Games being held at the venue.

### 5. Exclusive use of sponsor products

The venue owner agrees that the YOGOC shall have the right to exclusively use products and services of Youth Olympic Games sponsors at the venue (and rebrand existing products and services, to the extent necessary to respect the exclusive rights granted to Olympic sponsors), including but not limited to the following product categories:

- Payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the venue related to the Youth Olympic Games
- Non-alcoholic and alcoholic beverages
- Audio-visual equipment including but not limited to video boards and speakers
- Timing, scoring and on-venue results equipment including but not limited to scoreboards



**6. No use of Olympic marks**

The venue owner agrees that, at no time, shall it have the right to use any Olympic marks, symbols, terminology or derivatives thereof.

**7. Brand protection and anti-ambush assistance**

Throughout the term of the lease agreement, the venue owner agrees to assist the YOGOC to combat attempts at ambush marketing by advertisers at the venue who are not Olympic sponsors but develop advertisements for use at the venue that may, implicitly, suggest that they are sponsors of the Youth Olympic Games.

# Q 7.4 (several private parties)

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## *Introduction*

Various venues are required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

## *Competent guarantor*

The owners of the venues.

## **Q 8.2 : Culture & education and ceremonies (City of Rotterdam, several private parties)**

### *Requested Guarantee (p 71\_121)*

*Provide a written guarantee from each culture & education venue owner guaranteeing the following:*

- use of the venue (including the period the YOGOC has control of the venue)*
- rental costs (if applicable)*
- control, to the YOGOC, of the commercial rights in relation to existing or hereafter developed YOG venues (including but not limited to the terms and conditions listed in the "Clean Venue Appendix") for the period the YOGOC has control of the venue.*

### *Competent guarantor*

City of Rotterdam, several private parties

### *The guarantee*

Each owner has issued a separate guarantee. In the following sleeves you will find:

- (1) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee itself;
- (2) Ahoy (original attached to Q 7.4);
- (3) Stadion Feijenoord N.V. (De Kuip).

# Q 8.2 (City of Rotterdam)

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## *Introduction*

Various venues will be required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

## *Competent guarantor*

City of Rotterdam

## *The guarantee*

The undersigned, duly representing the City of Rotterdam, hereby guarantees that, with respect to the venues for the Youth Olympic Games which are owned by the City of Rotterdam, the Organising Committee of the Youth Olympic Games (YOGOC) will have:

- exclusive use of the venue and
- all commercial rights (including but not limited to the terms and conditions listed in the "Clean venue appendix") for the following games venues for the period 1 August 2018 to 31 August 2018, inclusive:

- (1) Sporthal De Enk;
- (2) Zuiderpark;
- (3) Theater Zuidplein.

The City of Rotterdam also agrees to abide by the terms of the Olympic Charter and Youth Olympic Games Host City Contract throughout the term of the lease agreement with the YOGOC.

## **Clean venue appendix**

As part of the guarantees submitted granting the YOGOC the right to use the venue in the period leading up to and during the Youth Olympic Games, the Bid Committee must ensure that for each proposed venue, the following terms and conditions are agreed to by the venue owner/manager.

### **1. Signage**

The venue owner grants the YOGOC the right to have:

- Exclusive use of all indoor and outdoor signage at the venues as well as signage in areas adjacent thereto and under the control of the owner
- Exclusive control of all venue naming rights and signage, including but not limited to the right to re-brand or cover existing signage. The undersigned further undertakes to comply with the IOC's Naming Rights Protocol for Venues from the date of election of the Host City to the conclusion of the 2018 Youth Olympic Games

### **2. Retailing and concessions**

The venue owner grants the YOGOC the right to:

- Be the sole and exclusive manager and operator of merchandise retail outlets and food/beverage concessions at the venue
- Sell Olympic merchandise at retail outlets and food/beverage concessions services, facilities and outlets
- Access all merchandise retail outlets as well as food and beverage outlets at the venue
- Use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions

### **3. Ticketing and hospitality**

The venue owner grants the YOGOC the exclusive right to:

- Manage and sell tickets and hospitality in relation to the Youth Olympic Games for the venue
- Manage and sell suites and specialty seats in relations to the Youth Olympic Games for the venue

Throughout the term of the lease agreement, the venue owner shall not subject the YOGOC to any taxes or parking charges at the venue in relation to the sale of the aforementioned.

### **4. Broadcasting and Sponsorship**

Throughout the term of the lease agreement, the venue owner agrees that the IOC and/or the YOGOC has the exclusive right to sell broadcast, sponsorship or any other multimedia rights in relation to the Youth Olympic Games being held at the venue.

### **5. Exclusive use of sponsor products**

The venue owner agrees that the YOGOC shall have the right to exclusively use products and services of Youth Olympic Games sponsors at the venue (and rebrand existing products and services, to the extent necessary to respect the exclusive rights granted to Olympic sponsors), including but not limited to the following product categories:

- Payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the venue related to the Youth Olympic Games
- Non-alcoholic and alcoholic beverages
- Audio-visual equipment including but not limited to video boards and speakers
- Timing, scoring and on-venue results equipment including but not limited to scoreboards

### **6. No use of Olympic marks**

The venue owner agrees that, at no time, shall it have the right to use any Olympic marks, symbols, terminology or derivatives thereof.

### **7. Brand protection and anti-ambush assistance**

Throughout the term of the lease agreement, the venue owner agrees to assist the YOGOC to combat attempts at ambush marketing by advertisers at the venue who are not Olympic sponsors but develop advertisements for use at the venue that may, implicitly, suggest that they are sponsors of the Youth Olympic Games.

# Q 8.2 (several private parties)

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## *Introduction*

Various venues are required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

## *Competent guarantor*

The owner of the venue.

## *The guarantee*

Each owner has issued a separate guarantee

## Q 8.3 (YOG Rotterdam Foundation)

### *Requested Guarantee*

*Provide guarantees for the financing of work from the relevant competent bodies and specifying for which venues.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

No new permanent works need to be constructed. All of the CEP activities and the opening and closing ceremonies will be held in existing venues where no improvements to the infrastructure are required. Therefore guarantees for the financing of work are not applicable.

## **Q 8.5 : Culture & education and ceremonies (City of Rotterdam)**

### *Requested Guarantee (p 72\_121)*

*Provide guarantees from all culture & education partners and parties detailing their roles and responsibilities, including funding.*

### *Competent guarantor*

City of Rotterdam

### *The guarantee*

Please find in the following sleeve:

- (1) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee itself.



# Q 8.5 (City of Rotterdam)

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## *Introduction*

Various venues will be required for the YOG.

## *The guarantee*

The development and implementation of the cultural and educational programme for the Rotterdam 2018 YOG will be the responsibility of the Department of Sports, Recreation, Art, and Culture of the City of Rotterdam. This department operates within a vast national and international network that includes all cultural, educational, and sports institutions (such as the Rotterdam Philharmonic Orchestra, Feyenoord football club, Rotterdam University of Applied Sciences) that will be involved in the YOG 2018, and assumes full responsibility for their commitment and participation.

If Rotterdam is given the opportunity to host the Youth Olympic Games, the YOG Organising Committee will consult the IOC to discuss the refinement and implementation of the concept. The YOG Organising Committee itself will refine and implement the cultural and educational programme under the supervision of the Department of Sports, Recreation, Art and Culture. The funding of the cultural and educational programme is included in the YOGOC budget (please refer to Theme 5 in the Candidature File); the financial part of this guarantee cannot yet be provided.

## **Q 9.3 : Youth Olympic Village (YOG Rotterdam Foundation)**

### *Requested Guarantee*

*Provide guarantees for the financing of work from the relevant competent bodies and specifying for which venues.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

No new permanent works need to be constructed. The Youth Olympic Village will be in existing or temporary venues where no improvements to the infrastructure are required. Therefore guarantees for the financing of work are not applicable.

## **Q 9.4 : Youth Olympic Village (City of Rotterdam, YOG Rotterdam Foundation, Ahoy)**

### *Requested Guarantee (p 76\_121)*

*Provide a guarantee from each venue owner guaranteeing the following:*

- Use of the venue, including possession and vacation dates (Please note that, in addition to the period of the YOG, these dates should take into consideration the time required for the fit out and retrofit of the Village)*
- Rental costs (if applicable)*
- Granting of all rights with respect to commercial rights in relation to the YOY tot the YOGOC for the period the YOGOC has control of the venues.*

### *Competent guarantor*

City of Rotterdam, YOG Rotterdam Foundation, Ahoy.

### *The guarantee*

Each owner has issued a separate guarantee. In the following sleeves you will find:

- (1) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee itself;
- (2) YOG Rotterdam Foundation;
- (3) Ahoy.

# Q 9.4 (City of Rotterdam)

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## *Introduction*

Various venues will be required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

## *Competent guarantor*

City of Rotterdam

## *The guarantee*

The undersigned, duly representing the City of Rotterdam, hereby guarantees that, with respect to the venues for the Youth Olympic Games which are owned by the City of Rotterdam, the Organising Committee of the Youth Olympic Games (YOGOC) will have:

- exclusive use of the venue and
- all commercial rights (including but not limited to the terms and conditions listed in the "Clean venue appendix") for the following games venues for the period 1 August 2018 to 31 August 2018, inclusive:

- (1) Ahoy;
- (2) Zuiderpark.

The City of Rotterdam also agrees to abide by the terms of the Olympic Charter and Youth Olympic Games Host City Contract throughout the term of the lease agreement with the YOGOC.

## Clean venue appendix

As part of the guarantees submitted granting the YOGOC the right to use the venue in the period leading up to and during the Youth Olympic Games, the Bid Committee must ensure that for each proposed venue, the following terms and conditions are agreed to by the venue owner/manager.

### 1. Signage

The venue owner grants the YOGOC the right to have:

- Exclusive use of all indoor and outdoor signage at the venues as well as signage in areas adjacent thereto and under the control of the owner
- Exclusive control of all venue naming rights and signage, including but not limited to the right to re-brand or cover existing signage. The undersigned further undertakes to comply with the IOC's Naming Rights Protocol for Venues from the date of election of the Host City to the conclusion of the 2018 Youth Olympic Games

### 2. Retailing and concessions

The venue owner grants the YOGOC the right to:

- Be the sole and exclusive manager and operator of merchandise retail outlets and food/beverage concessions at the venue
- Sell Olympic merchandise at retail outlets and food/beverage concessions services, facilities and outlets
- Access all merchandise retail outlets as well as food and beverage outlets at the venue
- Use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions

### 3. Ticketing and hospitality

The venue owner grants the YOGOC the exclusive right to:

- Manage and sell tickets and hospitality in relation to the Youth Olympic Games for the venue
- Manage and sell suites and specialty seats in relations to the Youth Olympic Games for the venue

Throughout the term of the lease agreement, the venue owner shall not subject the YOGOC to any taxes or parking charges at the venue in relation to the sale of the aforementioned.

### 4. Broadcasting and Sponsorship

Throughout the term of the lease agreement, the venue owner agrees that the IOC and/or the YOGOC has the exclusive right to sell broadcast, sponsorship or any other multimedia rights in relation to the Youth Olympic Games being held at the venue.

### 5. Exclusive use of sponsor products

The venue owner agrees that the YOGOC shall have the right to exclusively use products and services of Youth Olympic Games sponsors at the venue (and rebrand existing products and services, to the extent necessary to respect the exclusive rights granted to Olympic sponsors), including but not limited to the following product categories:

- Payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the venue related to the Youth Olympic Games
- Non-alcoholic and alcoholic beverages
- Audio-visual equipment including but not limited to video boards and speakers
- Timing, scoring and on-venue results equipment including but not limited to scoreboards

### 6. No use of Olympic marks

The venue owner agrees that, at no time, shall it have the right to use any Olympic marks, symbols, terminology or derivatives thereof.

### 7. Brand protection and anti-ambush assistance

Throughout the term of the lease agreement, the venue owner agrees to assist the YOGOC to combat attempts at ambush marketing by advertisers at the venue who are not Olympic sponsors but develop advertisements for use at the venue that may, implicitly, suggest that they are sponsors of the Youth Olympic Games.

# Q 9.4 (YOG Rotterdam Foundation)

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## *Introduction*

Various types of accommodation are required for the YOG. For the venues in the Youth Olympic Village, the YOG will provide furnished sleeping accommodation in multi-storey buildings and on pontoons.

The YOG conducted a market survey to identify the types of flexible accommodation required and their availability.

De Boer Structures BV, a company with an international reputation, has confirmed to the YOG 2018 that the necessary flexible accommodation will be available. It has also submitted a quotation, which is attached in the annex.

The flexible accommodation will be built on plots owned by the municipality of Rotterdam. The guarantee of the availability of those plots is included in the guarantee for the 'municipal venues'.

## *Competent guarantor*

YOG Rotterdam Foundation

## *The guarantee*

In connection with the requirement specified in section 9.4 of the YOG 2018 Candidature Procedure and Questionnaire / Part 2 / Theme 9 – Olympic Village, the YOG guarantees that it shall hire a reputable company to construct the flexible accommodation for the Youth Olympic Village during the period of the YOG Rotterdam 2018, i.e. from 1 August to 31 August 2018 inclusive. For the rental costs, see the budget in Theme 5.

G.J.H. van de Vegt  
President, YOG Rotterdam Foundation

H. den Oudendammer  
Treasurer, YOG Rotterdam Foundation

# Q 9.4 (several private parties)

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## *Introduction*

Various venues are required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

### *Competent guarantor*

The owner of the venue.

### *The guarantee*

Each owner has issued a separate guarantee.

## **Q 9.11 : Youth Olympic Village (YOG Rotterdam Foundation)**

### *Asked Guarantee (p 77\_121)*

*Provide a guaranteed maximum price per person per day (amount in USD 2018) of full board accommodation at the YOG, including all taxes and commissions.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

Please find in the following sleeve:

- (1) the guarantee provided by the YOG Rotterdam Foundation.



# Q 9.11 (YOG Rotterdam Foundation)

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## *Competent guarantor*

YOG Rotterdam Foundation

## *The guarantee*

Hereby the YOG Rotterdam Foundation guarantees full-board accommodation for a maximum price of 109,50 USD in 2018 per night per person.

This amount is based on the following **principles**:

- a) Per person
- b) Per night
- c) 2-person room
- d) 2 star hotel
- e) Breakfast included
- f) Lunch included
- g) Dinner included
- h) Buffet formula
- i) Commissions included
- j) Exchange rate Euro to USD: 1 Euro = 1,30 USD
- k) Indexation:

| Index percentage |       |
|------------------|-------|
| Year             | %     |
| 2013             | 1,75% |
| 2014             | 2,25% |
| 2015             | 2,00% |
| 2016             | 2,00% |
| 2017             | 2,00% |
| 2018             | 2,00% |
| 2019             | 2,00% |
| 2020             | 2,00% |

The maximum amount has been calculated **as follows**:

| <b>Calculation</b> |                        |                         |
|--------------------|------------------------|-------------------------|
| Item               | € in 2012<br>(rounded) | \$ in 2018<br>(rounded) |
| Room 2 persons*    |                        | 145,00                  |
| Room 1 person*     |                        | <b>72,50</b>            |
| Lunch              | 10,00                  | <b>15,00</b>            |
| Dinner             | 15,00                  | <b>22,00</b>            |
| <b>TOTAL</b>       |                        | <b>109,50</b>           |

(\*) incl breakfast, taxes, and commissions

G.J.H. van de Vegt  
President, YOG Rotterdam Foundation

H. den Oudendammer  
Treasurer, YOG Rotterdam Foundation

## **Q 10.12 : Medical services and doping control (NADO)**

### *Requested Guarantee (p 81\_121)*

*Provide a guarantee from the relevant national authority confirming that the WADA (World Anti-Doping Code) and the IOC Anti-Doping Rules will apply upon the occasion of the YOG*

### *Competent guarantor*

National Anti-Doping Authority of the Netherlands (NADO)

### *The guarantee*

Please find in the following sleeve:

- (1) the letter provided by the NADO.

## **Q 11.3: Security (The Government, City of Rotterdam)**

### *Requested Guarantee (p 83\_121)*

*Provide a guarantee from the highest government authority (local/regional/national) for the safety and the peaceful celebration of the YOG*

### *Competent guarantor*

The Government, City of Rotterdam

### *The guarantee*

Please find in the following sleeves:

- (1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 4);
- (2) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee by the City of Rotterdam itself.

# Q 11.3 (The Government)

---

## *Introduction*

The requested guarantee concerning the organisation of security in the Netherlands must be provided by two authorities, the Government (Ministry of Security and Justice) and the City of Rotterdam.

The present guarantee is given by the Government.

## *Legal framework*

The Dutch police force comprises 25 regional forces and the National Police Services Agency (KLPD). The 25 police forces contribute to security, the quality of life and crime prevention in their own region of the Netherlands. The KLPD organises police tasks at a national level.

### Management and authority

The Minister of Security and Justice is responsible for the overall quality of policing in the Netherlands. Each of the 25 regional police forces is managed by a mayor from the region (often the mayor of the largest municipality), in consultation with the chief public prosecutor for the region. The regional police chief, usually a chief commissioner, is responsible for the day-to-day management of the force. The main policy decisions are taken by the regional executive, whose members are all the mayors in the region and the chief public prosecutor. Each region also has a so-called 'triumvirate' consisting of the police force manager, the chief public prosecutor and the police chief, who consult on developments, policies and results.

### Who takes which decisions?

The 'competent authority', and therefore the body responsible for making decisions for the police, differs according to the specific task. On issues relating to maintaining public order or providing assistance, the mayor of the relevant municipality takes charge, but decisions to deploy the police to investigate crimes are the responsibility of a **public prosecutor**. The Public Prosecution Service falls under the auspices of the Minister of Security and Justice.

## *The guarantee*

As regards the issuing of a guarantee by the Ministry of Security and Justice, the Government has observed that international sports federations request guarantees from the authorities. On the basis of its experience with international sports federations, the Dutch government has drawn up the model guarantees included in this sleeve. Specific reference is made to chapter 4 of the model guarantee. In the letter in the same sleeve, the Government declares that the model guarantees included are applicable to the YOG Rotterdam 2018.

# Q 11.3 (City of Rotterdam)

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## *Introduction*

The requested guarantee for the safe organisation of the YOG in the Netherlands must be provided by two authorities, the Government (Ministry of Security and Justice) and the City of Rotterdam.

## *Legal framework*

### *Introduction*

Various parties share responsibility for security at events. The police are responsible for maintaining public order, traffic safety and preventing crime. The Netherlands is also divided into Security Regions, which are responsible for disaster prevention and responding to emergencies by coordinating the activities of the regional fire brigade and emergency medical services.

The Dutch police consist of 25 regional forces and the National Police Services Agency (KLPD). The 25 police forces contribute to safety, the quality of life and crime prevention in their own region of the Netherlands. The KLPD organises the police tasks at national level.

The Security Regions correspond with the regions of the 25 regional police forces.

### *Police*

#### Management and authority

The Minister of Security and Justice is responsible for the overall quality of policing in the Netherlands. Each of the 25 regional police forces is managed by a mayor from the region (often the mayor of the largest municipality), in consultation with the chief public prosecutor for the region. The regional police chief, usually a chief commissioner, is responsible for the day-to-day management of the force. The main policy decisions are taken by the regional executive, whose members are all the mayors in the region and the chief public prosecutor. Each region also has a so-called 'triumvirate' consisting of the manager of the police force, the chief public prosecutor and the police chief, who consult on developments, policies and results.

#### Who takes which decisions?

The 'competent authority', and therefore the body responsible for making decisions for the police, differs according to the specific task. On issues relating to maintaining public order or providing assistance, the mayor of the relevant municipality takes charge, but decisions to deploy the police to investigate crimes are the responsibility of a **public prosecutor**. The Public Prosecution Service falls under the auspices of the Minister of Security and Justice.

### *Rotterdam-Rijnmond Security Region*

#### Mission

The Rotterdam-Rijnmond Security Region promotes cooperation in risk management, incident response and crisis management by organising a joint response by services, organisations, citizens and businesses to prevent or contain damage and personal injury resulting from incidents.

#### Objectives of the Rotterdam-Rijnmond Security Region

- Preventing, containing and tackling fire and the risk of fire.
- Rescuing humans and animals.
- Organising transport for the ill and victims of accidents.
- Preparing and providing effective and coordinated medical assistance in the event of an accident or disaster.

#### Tasks of the Rotterdam-Rijnmond Security Region

- Maintaining the Regional Ambulance Service.

- Operating a central alarm centre together with the police and Regional Ambulance Service.
- Providing advice to municipalities about disaster response plans.
- Providing advice to municipalities about preventive policies.
- Assisting mayors in the event of an emergency.
- Coordinating the municipal disaster response and crisis management processes.
- Monitoring the quality of the fire brigade.
- Formulating the policy framework, operational procedures and operational management in relation to disaster response and crisis management.

### *The guarantee*

In connection with the requirement laid down in section 11.3 of the 2018 YOG Candidature Procedure and Questionnaire / Part 2 / Theme 11 – Security, I hereby declare that the City of Rotterdam promises its commitment, resources and cooperation for the organisation of the Youth Olympic Games 2018 and the safe and peaceful celebration of the tournament.

Rotterdam has gained considerable experience over many years in organising large-scale events that attract hundreds of thousands of visitors to the city. In addition to the annual festivals and events such as the Rotterdam Marathon, Rotterdam also hosts many international sports tournaments, recently including the World Championships in table tennis and gymnastics, the European Championships in Dressage, the Grand Départ of the Tour de France and the ABN AMRO World Tennis Tournament.

There is multidisciplinary coordination between the City of Rotterdam's Department of Security, the Rotterdam-Rijnmond police force, the Rotterdam-Rijnmond Security Region (Risk and Crisis Management, Emergency Medical Services and Regional Fire Brigade), the organisers and the private parties involved in major events. This approach has proved its worth. A distinguishing feature of Rotterdam is the close contact and short lines of communication between the public administration and executive agencies and the organisers of the event.

The City of Rotterdam and all the participating venues will together do everything possible to take the measures and provide the facilities necessary to accommodate the YOG in 2018 and ensure they proceed safely and peacefully.

## **Q 12.1: Accommodation (Tourist Board Rotterdam)**

### *Asked Guarantee (p 85\_121)*

*Provide table 12.1, duly completed and guaranteed by your national tourist board, detailing the total room capacity within 20 km of Rotterdam.*

### *Competent guarantor*

Tourist Board Rotterdam (Rotterdam Marketing)

### *The guarantee*

Please find in the following sleeve:

- (1) the letter provided by the Tourist Board Rotterdam, on behalf of the National Tourist Board and the hotel capacity overview.



## **Q 12.4 : Accommodation (several private parties)**

### *Requested Guarantee (p 88\_121)*

*Guarantee for each individual hotel owner listed on the list :*

- *room availability*
- *room rate per room type, including breakfast and all taxes*
- *that no minimum stay will apply*
- *that accommodation contracts are binding to the end of the Youth Olympic Games period.*

### *Competent guarantor*

Several private parties

### *The guarantee*

Please find in the following sleeves all requested hotel guarantees.

## Q 13.9 Transport (Rotterdam)

### *Requested Guarantee (p 91\_121)*

*Provide a guarantee from the authority responsible for transport and traffic command and control*

### *Competent guarantor*

City of Rotterdam

### *The guarantee*

Please find in the following sleeves:

- (1) the letter by the City of Rotterdam confirming all local guarantees (original attached to Q 1.6) and the guarantee itself.

## Q 13.9 (City of Rotterdam)

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### *Requested Guarantee (p 91\_121)*

*Provide a guarantee from the authority responsible for transport and traffic command and control*

### *Competent guarantor*

City of Rotterdam

### *The guarantee*

In connection with the requirement specified in section 13.9 of the 2018 YOG Candidature Procedure and Questionnaire / Part 2 / Theme 13 – Transport, I hereby declare that the City of Rotterdam promises its commitment, resources and cooperation for the organisation of the Youth Olympic Games 2018 and for safe, efficient and reliable transport during the Games.

Rotterdam has gained considerable experience over many years in organising large-scale events that attract hundreds of thousands of visitors to the city. In addition to the annual festivals and events such as the Rotterdam Marathon, Rotterdam also hosts many international sports tournaments, recently including the World Championships in table tennis and gymnastics, the European Championships in Dressage, the Grand Départ of the Tour de France and the ABN AMRO World Tennis Tournament.

There is multidisciplinary coordination between the City of Rotterdam (traffic control, road management and supervision), other road managers, public transport authorities and public transport companies, the Rotterdam-Rijnmond police force and Security Region, the organisers and relevant private parties to ensure the proper management of mobility during large-scale events. This approach to mobility has proved its worth. A distinguishing feature of Rotterdam is the close contact and short lines of communication between the public administration and executive agencies and the organisers of the event.

The City of Rotterdam and all the participating venues will together do everything possible to take the measures and provide the facilities necessary to provide safe, efficient and reliable transport during the YOG in 2018.

### **Q 14.3 : Technology (KPN, Rix)**

#### *Requested Guarantee (p 95\_121)*

*Provide a letter of intent from (a) local operator (s) stating that it (they) has (have) the capacity, capability and interest in providing all Games-time telecommunications/ mobiles needs*

#### *Competent guarantor*

KPN, Rix

#### *The guarantee*

Please find in the following sleeves:

- (1) the letter provided by KPN;
- (2) the letter provided by Rix.

## Q 14.5 : Technology (The Government)

### *Requested Guarantee (p 96\_121)*

*Provide (a) guarantee (s) from the competent body(ies) that it (they) is (are) prepared to allocate, manage and control the necessary frequencies for the organisation of the YOG*

### *Competent guarantor*

The Radiocommunications Agency Netherlands, a division of the Ministry of Economic Affairs, Agriculture and Innovation.

### *The guarantee*

For this guarantee, please find in the following sleeve:

(1) the letter provided by the Government confirming the model guarantees (original attached to Q 3.1) and the model guarantees themselves (idem, see especially section 7).

## **Q 14.6 : Technology (YOG Rotterdam Foundation)**

### *Requested Guarantee (p 96\_121)*

*Provide a guarantee from the relevant authorities that there will be NO FEE charged to all client groups for the reservation and services of allocated frequencies from one month before the Opening Ceremony of the YOG to one week after the Closing Ceremony of the YOG.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

Please find in the following sleeve:

- (1) the letter provided by the YOG Rotterdam Foundation.

## **Q 15.2 : Media operations (YOG Rotterdam Foundation)**

### *Requested Guarantee*

*Provide guarantees for the financing of work from the relevant competent bodies and specifying for which venues.*

### *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

No new permanent works need to be constructed. The Main Media Center will be in existing or temporary venues where no improvements to the infrastructure are required. Therefore guarantees for the financing of work are not applicable.

## **Q 15.3 : Media operations (YOG Rotterdam Foundation, De Kuip)**

### *Requested Guarantee (p 98\_121)*

*Provide all guarantees obtained for the use of the MMC, including any rental costs, from the owners concerned, including possession and vacation dates. This guarantee must also state that the owner(s) grant(s) all rights with respect to commercial rights in relation to the MMC to the YOGOC for the period the YOGOC has control of the venue(s).*

### *Competent guarantor*

YOG Rotterdam Foundation, De Kuip

### *The guarantee*

Please find in the following sleeves:

- (1) the guarantee provided by the YOG Rotterdam Foundation;
- (2) the guarantee provided by Stadium Feijenoord N.V. (De Kuip; original attached to Q 8.2).



# Q 15.3 (YOG Rotterdam Foundation)

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## *Introduction*

Various venues are required for the YOG.

## *Legal framework*

### General

Every 'venue' has an owner (or leaseholder) and a user. The owner (or leaseholder) and the user may be the same party, but not necessarily. If the user and the owner (or leaseholder) are not the same party, the legal term for the use is loan for use or lease. The user of a property that is loaned for use is not charged for the use of the 'venue'. The user who leases a property is charged. The distinction between loan for use and lease is determined by mandatory law. In other words, the parties cannot influence the classification.

The legislation on loan for use is flexible and parties therefore have considerable freedom of contract. If the use has not been formally recorded in writing, the directive rules laid down in the Dutch Civil Code apply.

Dutch tenancy law embraces three regimes: renting of living accommodation, renting of industrial premises and renting of other business premises. There is a separate regime for the renting of undeveloped sites. There can also be mixed tenancy regimes, for example if rent is paid for the site and the building.

If no rent is charged for the use of venues for sports and cultural events, the venues fall under the loan-for-use regime. If consideration is required for the use of the venues, their use falls under the regime for 'other business premises'. Nevertheless, in both cases the owner can terminate the use of the venue, provided the statutory and/or contractual notice periods are observed.

For the venues owned by the municipality, the City has already included a clause in its loan-for-use agreements and leases stipulating that the municipality can demand the right to use them, for example for major sports events.

## *Competent guarantor*

YOG Rotterdam Foundation

### *The guarantee*

In connection with the requirement specified in section 15.3 of the YOG 2018 Candidature Procedure and Questionnaire / Part 2 / Theme 15 – Media operations, the YOG guarantees that it shall hire a reputable company to construct the flexible accommodation for part the Main Media Centre during the period of the YOG Rotterdam 2018, i.e. from 1 August to 31 August 2018 inclusive. For the rental costs, see the budget in Theme 5.

G.J.H. van der Vegt  
President, YOG Rotterdam Foundation

H. den Oudendammer  
Treasurer, YOG Rotterdam Foundation