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## APPENDIX C



[Insert name of Local Authority]

[Address]

(the "Local Authority")

For the attention of: [Insert name]

[Insert date]

### London 2012 Olympic Games and Paralympic Games: Agreement for Hosting the London 2012 Olympic Torch Relay

Dear Sirs

We are delighted that you have invited the London 2012 Olympic Torch Relay to visit your area and have agreed to assist us with the staging of the event.

This letter (including its attachments) sets out the agreement between us and you in relation to the staging of the Relay. Capitalised words shall have the meanings set out in the Annex.

We should be grateful if you would acknowledge your acceptance of the terms of this agreement by signing and returning this letter to us (for the attention of [insert name of contact]).

Yours faithfully

William Morris  
Director of Culture, Ceremonies and Education

For and on behalf of

**The London Organising Committee of the Olympic Games  
and Paralympic Games Limited**

We hereby agree to the terms of this Agreement.

\_\_\_\_\_  
For and on behalf of  
[Insert name of Local Authority]

Dated:

## **SECTION 1 – BACKGROUND**

On 6 July 2005, the IOC awarded the Games of the XXX Olympiad and the XIV Paralympic Games to the city of London. The Games will take place between 27 July and 9 September 2012.

LOCOG was established as the organisation responsible for planning, organising and staging the Games in accordance with the host city contract entered into between the IOC, the Mayor of London, the British Olympic Association and LOCOG after the awarding of the Games to London. The Government has also guaranteed to the IOC that it will respect and comply with the host city contract.

As part of its responsibilities LOCOG is organising the London 2012 Olympic Torch Relay which involves the passage of the Olympic Flame between torchbearers around the Territory and ends at the opening ceremony of the Games in London.

LOCOG's objectives in relation to the Relay include: (i) ensuring that as many residents of the United Kingdom as possible are given the opportunity to view the passage of the Olympic Flame; (ii) maximising community involvement in the Relay and the Games (iii) showcasing the Territory; and (iv) promoting and stimulating excitement for the Games. LOCOG recognises the importance of the Local Authority's contribution to achieving these objectives.

The Local Authority wishes to welcome the Olympic Flame to its area and to involve the local community in the Relay, and has agreed to provide support to LOCOG along the route of the Relay.

## **SECTION 2 – LOCOG'S ROLE**

LOCOG shall be responsible (at its own expense unless otherwise stated) for:

### **1 ORGANISATION AND PLANNING**

- 1.1 providing the Community Planning Guide to the Local Authority containing further information, guidance and operational procedures in relation to the Relay;
- 1.2 appointing a member of LOCOG Personnel to act as the Local Authority's principal point of contact for all matters in relation to this Agreement;
- 1.3 logistical arrangements for all LOCOG Personnel during the course of the Relay as deemed appropriate by LOCOG;
- 1.4 providing all vehicles in the Convoy and the security for, and relevant fit out of, those vehicles;
- 1.5 working with the Metropolitan Police Service who will be accompanying and supporting the Relay as it travels throughout the UK in relation to the safe custody of the Convoy and the Olympic Flame around the Territory;
- 1.6 setting the criteria, and managing the process, for the selection of Torchbearers;

- 1.7 procuring the design, development and manufacture of the Torches to be carried by the Torchbearers, and the design of the emblems and "look and feel" of the Relay;

- 1.8 supplying uniforms and transportation for the Torchbearers during their participation in the Relay;

### **2 THE ROUTE**

- 2.1 planning the overall route of the Relay (the "Route") throughout the Territory;
- 2.2 liaising with the Local Authority to agree which roads and other places should be used as the Route and the location of any Relay Stop Site, and working with the Local Authority to create opportunities for showcasing the heritage, culture, sport and other assets of the Area; and
- 2.3 taking appropriate steps to fulfil existing legal requirements regarding access;

### **3 RELAY STOP SITES**

- 3.1 liaising with the Local Authority to agree logistics for any Relay Stop Sites, including any Relay Sponsor promotions, food or drink stands and/or other stands at Relay Stop Sites; and
- 3.2 liaising with the Relay Sponsors in relation to Relay Stop Sites.

## **SECTION 3 – THE LOCAL AUTHORITY'S ROLE**

The Local Authority shall be responsible (at its own expense unless otherwise stated) for:

### **1 ORGANISATION AND PLANNING**

- 1.1 identifying an individual (with relevant events experience where possible) to act as LOCOG's principal point of contact at the Local Authority for all matters in relation to this Agreement;
- 1.2 identifying local, non-commercial Delivery Partners and (subject to paragraph 2 of Section 5) liaising with them for the successful delivery of the Relay, and establishing a "Community Task Force" to oversee the planning in relation to the passing of the Relay through the Area. Representatives of the Community Task Force should include representatives from key Delivery Partners as relevant, such as LOCOG, the Local Authority, the local police and health service, the Relay Sponsors, and, following the announcement of the Route, the local media;
- 1.3 preparing an event management plan in relation to the passing of the Relay through the Area, incorporating the key considerations (as appropriate) outlined in applicable LOCOG guidelines to be provided to the Local Authority;
- 1.4 when required, engaging with and contributing to LOCOG's planning process for the Relay based on its knowledge of the Area and relevant specific local experience;
- 1.5 supplying information reasonably requested by LOCOG to assist in the successful delivery of the Relay and providing LOCOG with regular updates in relation to the Local Authority's obligations;
- 1.6 issuing, arranging or obtaining all necessary orders, permits, licences, consents or other approvals ("Approvals") required in connection with the Relay and any Relay Stop Site (at no cost to LOCOG), including for any road closures or road usage, transport and display of the Olympic Flame, production by LOCOG (or third parties authorised by

LOCOG) of any footage, photographs, or other visual or audio-visual material, public performance of music, marketing activities and sale of merchandise relating to the Relay, and implementing any highway authority road closure/traffic management orders, and the Local Authority shall:

- 1.6.1 secure the Approvals no later than 6 months before the start of the Relay, or at the earliest date that it is possible to attain them where that is less than 6 months before the start of the Relay;
- 1.6.2 keep LOCOG updated in respect of securing the Approvals and making LOCOG aware of any anticipated delays in obtaining them;
- 1.7 informing other appropriate statutory authorities and local agencies (for example Police, Fire Service and Transport Authority) of the presence of the Relay in the Area;
- 1.8 following the guidance in the Community Planning Guide where relevant;
- 1.9 liaising with LOCOG regarding risk assessment and developing a contingency plan for all aspects of the Relay that fall within its responsibilities, in order to ensure the safety and security of members of the public;
- 1.10 notifying LOCOG of any events due to take place in the Area, or conditions outside the Local Authority's control which could affect the Relay, at or around the time of the Relay so that LOCOG and the Local Authority can work together to identify whether the events may be included in the Relay and to ensure that such events do not conflict or interfere with the successful delivery of the Relay;

## **2 THE ROUTE**

- 2.1 liaising with LOCOG to identify which roads or part thereof should be used as the Route and the location of any Relay Stop Site, which shall be agreed by 30 April 2011, and providing LOCOG with the exclusive or non-exclusive right (as applicable) to use the same for the Relay and/or the Relay Stop Site (where such areas are within the Local Authority's control);
- 2.2 in consultation with the local law enforcement and highway authorities, developing a traffic management plan for the Area to ensure the safe and uninhibited passage of the Relay (including its arrival and departure);
- 2.3 enforcing the traffic management plan and road closure/traffic management orders (as appropriate) for the Area;
- 2.4 using reasonable endeavours to deliver the roads in a condition suitable for the passing of the Relay and clear of any utility or other works on the roads which might disrupt or interfere with the passage of the Relay;

## **3 RELAY STOP SITES**

- 3.1 where the Local Authority makes available suitable land for any Relay Stop Sites, ensuring that such sites are clean, safe and in good repair and operating order;
- 3.2 liaising with LOCOG regarding logistics for any Relay Stop Sites, including any Sponsor promotions, food or drink stands and/or other stands at Relay Stop Sites;
- 3.3 liaising with any third parties involved in any Relay Stop Site, including in respect of access to land (and obtaining any necessary Approvals) and facilities and health and safety;

- 3.4 providing LOCOG with access to any facilities and/or equipment it may require, including electricity and water (where such areas are within the Local Authority's control);

## **4 SUPPORT SERVICES AND ANCILLARY MATTERS**

- 4.1 providing sufficient and appropriate local wayfinding and signage to facilitate the safe and efficient movement of spectators in the vicinity of the Route;
- 4.2 taking appropriate steps to protect the health and safety of members of the public (and considering the same within the risk assessment and contingency planning referred to in paragraph 1.9 above);
- 4.3 providing stewards to maintain public order and spectator safety along the Route and at other locations in the Area where the public are encouraged by the Local Authority to congregate in relation to the Relay;
- 4.4 making an assessment of and providing appropriate security and emergency services during the passage of the Relay through the Area including in the vicinity of the Route and informing LOCOG of all security and emergency services in place;
- 4.5 providing all necessary cleaning and waste management services in the Area necessary as a result of Relay related activities, including: (i) a sufficient number of bins and litter pickers for recycling and other waste and collection services, and a sufficient level of street cleaning; (ii) a sufficient number of toilet facilities (including portable facilities where required); and (iii) back of house toilet and waste facilities for production crew;
- 4.6 taking appropriate steps to promote sustainability throughout the passage of the Relay in the Area and assisting LOCOG in achieving its commitments regarding sustainability, including by providing LOCOG with such information and data about the passage of the Relay through the Area as LOCOG reasonably requests;
- 4.7 providing reasonable access to the Local Authority's toilet facilities for members of the Convoy (principally LOCOG Personnel and Relay Sponsors) where such facilities are readily available and in close proximity to the Relay;
- 4.8 using reasonable endeavours to promote the Relay in the Area and consulting with Local Authorities from surrounding areas to ensure their involvement;
- 4.9 making suitable arrangements for the provision of any additional public transport and walking and cycling information and infrastructure (e.g. cycle parking) as deemed necessary by the Local Authority following an assessment of the potential impact of the Relay;
- 4.10 taking appropriate steps to fulfil existing legal requirements regarding access; and
- 4.11 assisting LOCOG in providing suitable access for disabled people.

## **SECTION 4 - MARKETING**

### **1 LOOK AND FEEL AND SITE DRESSING**

LOCOG shall design the look of all Relay related materials as part of the overall look and feel programme for the Games. In order to support any promotional activity which the Local Authority chooses to undertake, LOCOG shall make available to the Local Authority any materials that may be developed by LOCOG for the dressing of the Area by the Local Authority and/or to aid the promotion of the

Relay, in each case, the use of which shall be at the Local Authority's cost and subject to guidelines, including approval processes, to be provided by LOCOG. The Local Authority shall be under no obligation to use the designation or materials referred to above but may not, without the prior written approval of LOCOG, create or use any other designations or materials in connection with or relating to the Relay.

## **2 MARKETING**

LOCOG shall develop a marketing plan for the promotion of the Relay, including the passing of the Olympic Flame through the Area, and will support the Local Authority in maximising the marketing opportunities in relation to the Relay. LOCOG and the Local Authority will work together to coordinate the promotional activities in relation to the Relay and each party shall obtain the prior written approval of the other before making any public statement about the Area in relation to the Relay.

### **SECTION 5 - GENERAL**

#### **1 MEDICAL SERVICES**

1.1 LOCOG shall be responsible for providing an appropriate level of first aid and minor medical services for members of the Convoy (including LOCOG Personnel) and the Torchbearers.

1.2 The Local Authority shall prepare a robust risk assessment and plan for the provision of, and shall deliver, an appropriate level of medical services to members of the public when the Relay is in the Area, including spectators along the Route, as deemed necessary by the Local Authority.

#### **2 CONFIDENTIALITY**

The Local Authority agrees to keep confidential the terms of this Agreement and of all agreements, documents, manuals and handbooks referred to in this Agreement, all matters relating or connected to the operation of this Agreement, including details of the Route, and all information or data of LOCOG which is disclosed to or otherwise comes into its possession directly or indirectly as a result of this Agreement unless the Local Authority has the prior written consent of LOCOG in relation to any disclosure. This is consistent with the non-disclosure agreements previously agreed and signed by the Local Authority which shall continue to bind the parties.

#### **3 AMBUSH MARKETING**

To assist in the prevention of Ambush Marketing of the Relay and the Games, the Local Authority will not engage in any form of Ambush Marketing and work with LOCOG to implement measures to prevent Ambush Marketing in relation to the Relay.

#### **4 ROUTE MARKING**

The Local Authority agrees that LOCOG may temporarily place suitable discrete signage along the Route (for example, information for Torchbearers on lampposts). The Local Authority shall provide such assistance to LOCOG as LOCOG may request to obtain any necessary consents, licences and approvals for such signage.

#### **5 COMMERCIAL RIGHTS IN THE RELAY AND THE GAMES**

5.1 The Local Authority shall respect the rights which LOCOG, the IOC and/or the IPC have granted to sponsors, suppliers, licensees and broadcasters, including rights to supply products at any events in relation to which the Protected Marks are used. LOCOG shall provide further guidance on this in the Community Planning Guide.

5.2 The Local Authority acknowledges and agrees that all rights relating to the Games (including the Relay) shall be between LOCOG and the Local Authority belong to LOCOG and to the extent any intellectual property rights relating to the Games might otherwise vest in the Local Authority, the Local Authority hereby assigns (by way of present assignment of future right) such rights to LOCOG.

5.3 The Local Authority shall procure that no logo (other than a Local Authority logo), trade mark or other identifying design or mark whether by way of advertising or otherwise howsoever shall be displayed on the uniforms or clothing of Local Authority personnel (including volunteers) working on the Relay, without LOCOG's prior written approval.

5.4 The parties agree that no access or entry fees or admission may be charged in connection with the Relay; however, where deemed necessary, the Local Authority shall be entitled to issue tickets free of charge to control access.

#### **6 MEDIA RIGHTS**

The Local Authority acknowledges that LOCOG and/or the IOC own all of the rights to commercially exploit all audio visual, photographic and audio rights for the Relay by all means and in any and all media together with all marketing and accompanying rights. The Local Authority shall provide LOCOG, and/or any third parties appointed by LOCOG, with such access to the Route as may reasonably be required for the purpose of producing footage, photographs or other material of the Relay. The Local Authority acknowledges and agrees that it shall not be entitled to any royalty or other fee in relation to the creation, use or exploitation of such footage, photographs or other material.

#### **7 NO MARKETING RIGHTS**

7.1 The Local Authority shall include in all agreements with third parties who are engaged by the Local Authority to assist the Local Authority in relation to the Relay, clauses (LOCOG to provide the standard wording to be used) restricting those third parties from associating themselves, their goods or services with the Games, the Olympic movement or the Paralympic movement or representing that they are "official", "selected," "approved," "warranted," "preferred" or "consented to" by the Local Authority, LOCOG, the IOC or the IPC, or to use any similar endorsement, together with a right for LOCOG to enforce those clauses under the Contracts (Rights of Third Parties) Act 1999 (the "**No Marketing Rights Clauses**"). LOCOG acknowledges that the Local Authority may use third parties with which it already has a contract in which case LOCOG shall not expect the Local Authority to renegotiate the contract but shall inform the third party of the restrictions and use its reasonable endeavours to ensure they are respected.

7.2 Without prejudice to LOCOG's, the IOC's and the IPC's rights against any person who claims an unauthorised association with the Games, any of the Games Bodies, the Olympic movement or the Paralympic movement, the Local Authority shall use all reasonable endeavours to ensure compliance by the third parties that it engages to assist it in relation to the Relay with the No Marketing Rights Clauses and shall notify LOCOG immediately of any instances of non-compliance by such third parties.

#### **8 INSURANCE**

Both parties shall maintain and evidence on request appropriate insurance cover (including in particular public

liability and employer's liability insurance) with a reputable insurance company that is adequate to enable them to comply with any applicable laws relating to its role in staging the Relay.

## 9 ADJUSTMENTS TO THE ROUTE OR CANCELLATION OF THE RELAY

9.1 The Local Authority acknowledges and agrees that the arrangements for the Relay may be affected by circumstances beyond the control of LOCOG, including but not limited to adverse weather conditions, natural disasters and other matters beyond LOCOG's control (such as security threats), any restrictions and/or conditions imposed by the Highway Authority, Police or any other government authority or agency (including in any order, permit, licence, consent or approval) and any delay to, or failure of, the modes of transport required to support the timely movement of the Relay around the United Kingdom.

9.2 The Local Authority understands and agrees that the above circumstances may result in delay, postponement, cancellation or operational time changes to the Relay. In such circumstances, the Local Authority and LOCOG will work together to identify an alternative Route which is operationally practicable for LOCOG. The Local Authority agrees that it shall not be entitled to make any claim for damages or compensation against LOCOG as a result of any adjustment to the Route, or the Relay not being staged in the Area.

## 10 TERMINATION

10.1 LOCOG may terminate this Agreement in its entirety at any time by notice in writing with immediate effect without (subject to paragraph 10.3 below) incurring any liability to the Local Authority if it considers it necessary to cancel the Relay or to change the Route such that it no longer includes the Area.

10.2 Either party may terminate this Agreement with immediate effect without (subject to paragraph 10.3 below) incurring any liability to the other party by giving notice at any time if the other party commits a material breach of this Agreement and (if such breach is capable of remedy) fails to remedy the breach within 30 days of receiving the aggrieved party's request in writing to do so (or within ten days where such breach occurs after 1 January 2012).

10.3 Expiry or termination (wholly or partly) of the Agreement for whatever reason shall not affect any rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force by or after expiry or termination.

## 11 MISCELLANEOUS

11.1 Each party warrants that it has full right, power and authority to perform the obligations and grant the rights under this Agreement free from all encumbrances and restrictions; and that it has not, and shall not, grant any rights to any third party that conflict with the obligations and/or rights granted under this Agreement.

11.2 Each party agrees, at its own cost, to use all reasonable endeavours to procure that any third parties shall do and execute and perform all such further deeds, documents, assurances, acts and things as may be required to give effect to the terms, intent and purposes of this Agreement.

11.3 A variation of this Agreement is valid only if it is in writing and signed by a duly authorised representative of each party.

### ANNEX - DEFINITIONS

**"2012 Olympic Games"** means the Games of the XXX Olympiad to be held principally in and around London between 27 July 2012 and 12 August 2012;

**"2012 Paralympic Games"** means the XIV Paralympic Games to be held principally in and around London between 29 August and 9 September 2012;

**"Ambush Marketing"** means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, or implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any Games Body or the 2012 Games (including by reference to the city of London and the year 2012) and/or the display or distribution of advertising materials or products with the intention of gaining exposure for any brand in or within the Relay which has not been properly authorised by LOCOG or any other Games Body.

**"Area"** means the part of the Territory under the control of the Local Authority;

**"Community Planning Guide"** means a document to be provided to the Local Authority by LOCOG containing further information, guidance and operational procedures in relation to the Relay (and which will include guidance on brand protection and anti-ambush measures);

**"Convoy"** means all of the official vehicles approved by LOCOG to form part of the Relay;

**"Delivery Partners"** means the persons that will from time to time be responsible for delivering the Relay and includes the Local Authority, the Relay Sponsors and the Metropolitan Police Service;

**"Games"** means the 2012 Olympic Games and the 2012 Paralympic Games;

**"Games Body"** means each of the IOC, IPC, the British Olympic Association, the British Paralympic Association, LOCOG or any other organising committee of an Olympic and/or Paralympic Games and **"Games Bodies"** shall be construed accordingly;

**"Games Sponsors"** means any person or entity that has been selected by LOCOG, the IOC or the IPC to exercise Games-related sponsorship and marketing rights and opportunities, including the Relay Sponsors;

**"Intellectual Property Rights"** means any copyright, registered design or registered trade mark;

**"IOC"** means the International Olympic Committee;

**"IPC"** means the International Paralympic Committee;

**"Local Authority Personnel"** means the Local Authority's employees, agents, contractors, directors and volunteers and excludes the LOCOG Personnel;

**"LOCOG Personnel"** means LOCOG's employees, agents, contractors, directors and volunteers and excludes the Local Authority Personnel;

**"LOCOG Volunteers"** means those volunteers recruited to assist with the organisation of the Games through LOCOG's official Games-time volunteer programme;

**"Olympic Flame"** means the Olympic Flame which is kindled in Olympia under the authority of the IOC and carried around the Territory by the Torchbearers;

**"Protected Marks"** means any trademarks, trade names, logos or other intellectual property of the Games Bodies (including marks and representations protected by the Olympic Symbol etc. (Protection) Act 1995, and the London Olympic Games and Paralympic Games Act 2006);

**"Relay"** means the London 2012 Olympic Torch Relay which will take place in the Territory between 18 May 2012 and the opening ceremony of the Games on 27 July 2012;

**"Relay Sponsors"** means the Games Sponsors from time to time granted sponsorship and marketing rights by LOCOG in relation to the Relay;

**"Relay Stop Site"** means a site in the Area where the Relay will stop for a short period (usually between 15 minutes and 2 hours), including lunch stops and stops at local schools or landmarks, where there may be, for example, Relay Sponsor promotions, food or drink stands and/or other stands as approved by LOCOG;

**"Territory"** means the United Kingdom of Great Britain and Northern Ireland;

**"Torch"** means a portable torch, cauldron or other device, or a replica thereof, as approved by the IOC and intended for any form of combustion of the Olympic Flame and/or to be carried by Torchbearers; and

**"Torchbearers"** means the participants in the Relay who carry the Olympic Flame around the Territory.