

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Friday, February 12, 2010 11:25 PM
To: Pawlowski, Tom X SG:EX
Subject: Re: Luge VANOC statement

I have no idea. Talk in the am before the track reopens?
Jeff Dolan
604.329.5658

From: Pawlowski, Tom X SG:EX
To: Dolan, Jeff SG:EX
Sent: Fri Feb 12 23:23:05 2010
Subject: Re: Luge VANOC statement

What do you think? Does this clearly indicate that it's FIL/Vanoc that have the responsibility for track safety?
Tom

From: Dolan, Jeff SG:EX
To: Pawlowski, Tom X SG:EX
Sent: Fri Feb 12 23:14:21 2010
Subject: Fw: Luge VANOC statement

Tom. FYI
Jeff Dolan
604.329.5658

From: Johnston, Karen PAB:EX
To: Dolan, Jeff SG:EX; Leibel, Norm SG:EX; Shoemaker, Wes SG:EX
Sent: Fri Feb 12 22:43:09 2010
Subject: Fw: Luge VANOC statement

Did u get a heads up on this??

From: Sitter, Donna PAB:EX
To: Johnston, Karen PAB:EX
Sent: Fri Feb 12 22:40:04 2010
Subject: Luge VANOC statement

You saw this huh

From: Media Relations [mailto:MediaRelations@NR.vancouver2010.com]
Sent: Friday, February 12, 2010 10:22 PM
To: Media Relations
Subject: News Release/Communiqué:

Good evening,

Please find an update from the International Luge Federation (FIL) and VANOC regarding the death of the Georgian athlete, Nodar Kumanitashvili, who was fatally injured during training at the Whistler Sliding Centre on Friday morning.

Kind Regards,
Media Relations VANOC

Joint VANOC – FIL Statement on Men's Luge Competition

Copyright

.....
French to follow on www.vancouver2010.com

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Saturday, February 13, 2010 2:18 PM
To: Pawlowski, Tom X SG:EX
Cc: Johnston, Karen PAB:EX
Subject: Re: Media call

Thanks Tom
Jeff Dolan
604.329.5658

----- Original Message -----

From: Pawlowski, Tom X SG:EX
To: Dolan, Jeff SG:EX
Sent: Sat Feb 13 14:16:49 2010
Subject: Media call

Jeff,
Msg just appeared on Metro pgr: please call Holher at 778.960.7318 from ARD Radio, re luger death.
tom

Pawlowski, Tom X SG:EX

From: Leibel, Norm SG:EX
Sent: Tuesday, February 16, 2010 2:19 PM
To: Court, Owen SG:EX; Dolan, Jeff SG:EX; Collins, Karen D SG:EX
Cc: Pawlowski, Tom X SG:EX
Subject: RE: requests for KUMARITASHVILI report

I agree Owen - Karen keep that decision open, that would also be consistent with info Jeff provided to media on the week-end also there already has been a call for inquest in the Globe this past week-end....tk....Norm

Norm Leibel
Deputy Chief Coroner
BC Coroners Service
Metrotower II
Suite 800 - 4720 Kingsway
Burnaby BC V5H 4N2

Tel: 604 660 7729
Fax: 604 660 7766
E-mail: norm.leibel@gov.bc.ca

From: Court, Owen SG:EX
Sent: Tuesday, February 16, 2010 2:13 PM
To: Leibel, Norm SG:EX; Dolan, Jeff SG:EX; Collins, Karen D SG:EX
Subject: RE: requests for KUMARITASHVILI report

Karen, it appears that in another email, you advised VANOC that there will not be an inquest into this case and that it will be concluded by inquiry.

It may be appropriate to clarify for them that this decision has yet been made.

Owen

Owen Court
Vancouver Metro Regional Coroner
800-4720 Kingsway
Burnaby, BC V5H 4N2
Tel: 604.660.7718 Fax: 604.660.5290
www.pssg.gov.bc.ca/coroners

From: Leibel, Norm SG:EX
Sent: Tuesday, February 16, 2010 1:49 PM
To: Sidhu, Tej SG:EX; Court, Owen SG:EX; Dolan, Jeff SG:EX
Subject: RE: requests for KUMARITASHVILI report

Tej...I think we need to follow-thru in this case with a review by the inquest committee and their recommendation, then make a decision on means of conclusion. I, suggesting at this point we have not decided...Norm

Norm Leibel
Deputy Chief Coroner
BC Coroners Service
Metrotower II
Suite 800 - 4720 Kingsway
Burnaby BC V5H 4N2

Tel: 604 660 7729
Fax: 604 660 7766
E-mail: norm.leibel@gov.bc.ca

From: Sidhu, Tej SG:EX
Sent: Tuesday, February 16, 2010 12:21 PM
To: Court, Owen SG:EX; Dolan, Jeff SG:EX
Cc: Leibel, Norm SG:EX
Subject: FW: requests for KUMARITASHVILI report

I imagine there will be numerous requests for this report when it comes out....I suggest posting it directly to our internet site when done or if we make that decision now we can just advise people of this rather than compiling a long list of names/contact info to send out to.

From: Trotter, Kate PAB:EX
Sent: Tuesday, February 16, 2010 12:08 PM
To: Sidhu, Tej SG:EX
Subject: RE: Maple Ridge Times -- wonder if coroner's report sent?

Okay ~ I will!

Could you please add this name to the list for the report on Kumaritashvili when it comes out in April:
DPA (German news) - Cord Heine - 778 968 9024

cordcan@gmx.de

thanks....

From: Sidhu, Tej SG:EX

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Thursday, February 18, 2010 11:20 AM
To: Pawlowski, Tom X SG:EX
Subject: FW: Media request - CBC national

Tom -

Can you provide me with brief comment on the questions below? Thanks

Jeff Dolan

Director, Provincial Operations

BC Coroners Service

direct s.15, s.17 mobile s.15, s.17

www.pssg.gov.bc.ca/coroners

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From: Trotter, Kate PAB:EX
Sent: Thursday, February 18, 2010 11:18 AM
To: Dolan, Jeff SG:EX
Cc: Shepherd, Brent PAB:EX
Subject: Media request - CBC national

Stephanie Jenzer -- CBC National -- 778-919-2550
Issue: Death of Georgian Luger Nodar Kumaritashvili
Deadline: end of day

Question: Reporter wants to interview you on the process of the investigation -- is BCCS interviewing people? What reports is it relying on? How closely is BCCS working with IOC and luge federation? At what stage is the investigation? She wants to present this visually, so any props available?
Says the piece is intended to ensure Canadians and the world that a rigorous process is underway; that citizens can be confident that the process is thorough and effective etc.

I have sent her the previously-approved bullets.

Jeff -- If you are not doing this interview, is there a phrase you can give me to explain why it is essential that the Coroner's investigation must be conducted outside the glare of TV camera lights?

Thanks

Kate

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Thursday, February 18, 2010 11:29 AM
To: Pawlowski, Tom X SG:EX
Subject: FW: GPPAG: News Alert (luge)

TOM FYI

Jeff Dolan

Director, Provincial Operations

BC Coroners Service

direct s.15, s.17 mobile s.15, s.17

www.pssg.gov.bc.ca/coroners

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From: Johnston, Karen PAB:EX
Sent: Thursday, February 18, 2010 11:24 AM
To: Dolan, Jeff SG:EX; Leibel, Norm SG:EX
Subject: FW: GPPAG: News Alert (luge)

From: Gordon, Matt PAB:EX
Sent: Thursday, February 18, 2010 11:22 AM
To: '2010GPPAG@ps-sp.gc.ca'; 'Jamie.Tomlinson@ps-sp.gc.ca'; 'dawn.roberts@rcmp-grc.gc.ca'; XT:Brumwell, Chris PAB:IN; 'Jamela.Austria@ps-sp.gc.ca'; Adair, Marisa PAB:EX; Johnston, Karen PAB:EX; Pauliszyn, Robert PAB:EX; Wilkie, Maria PAB:EX
Subject: GPPAG: News Alert (luge)

Tier one.

Breaking News Alert

The New York Times

Thu, February 18, 2010 -- 2:05 PM ET

Copyright

Matt Gordon
Communications Director

Public Affairs Bureau
Ministry of Environment
Government of British Columbia
250 387-9973 office
s.15, s.17 cellular
250 356-6464 facsimile

 Please consider the environment before printing this email.



Emergency ManagementBC

March 15, 2010

Vancouver Organizing Committee
400-3585 Graveley Street
Vancouver, BC
V5K 5J5

ATTENTION: MR. KENNETH M. BAGSHAW, Q.C.

Dear Sirs/Madams,

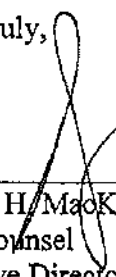
Re: Nodar KUMARITASHVILI
BCCS No.: 2010-0269-0002

Please be advised that BC Coroners Service is conducting an investigation into the death of Mr. Nodar Kumaritashvili, who died on or about February 12, 2010, in Whistler. The Coroner conducting this inquiry has issued an order pursuant to the *Coroners Act*, to seize copies of documents relating to this death, in possession of VANOC. Please deliver the documents to Coroner Tom Pawlowski at 800-4720 Kingsway, Burnaby, BC V5H 4N2.

Enclosed herewith is a copy of the Order to Seize. Should you have any questions in regards to the coronial mandate, please contact me at 604-660-6945.

Thank you.

Yours truly,


Rodrick H. MacKenzie
Chief Counsel
Executive Director of Legal Services
British Columbia Coroners Service

/st

Encl.

Ministry of Public Safety and
Solicitor General

BC Coroners Service

Office of the Chief Coroner
Metrotower II
Suite 800 - 4720 Kingsway
Burnaby BC V5H 4N2

Phone: 604 660-7745
Facsimile: 604 660-7766
Website: www.pssg.gov.bc.ca/coroners



ORDER TO SEIZE Coroners Act

In the matter of an investigation being conducted concerning the death of

KUMARITASHVILI, NODAR
DECEDENT

November 25, 1988
DATE OF BIRTH

who died on or about February 12, 2010 in Whistler, British Columbia.

ORDER OF THE CORONER PURSUANT TO THE *CORONERS ACT*.

I order seized and delivered to me, within 14 days of the date of service, 1. *Copies of any and all documents, records and writings, including, but not limited to, all reports, analyses, memoranda and electronic correspondence* relating to the deceased and/or his circumstances, in possession of Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC), its officers and employees, including the staff at the Whistler Sliding Centre.

Given under my hand on March 12, 2010 in Burnaby, Province of British Columbia.

Coroner's Signature: _____

Coroner's Name: _____

TOM PAWLOWSKI

, Province of British Columbia

Ken Bagshaw

From: Ken Bagshaw
Sent: March 15, 2010 4:43 PM
To: John Furlong; Monica Jako; Cathy Priestner Allinger; Tim Gayda; Ron Holton; Renee Smith-Valade; Andreja McQuarrie; Craig Lehto; Ashley Jakobi; Kaisa Christie; Mark Hatton; Katy Dunnet; Mike Wilkinson; Joan Maguire; John Gibson
Cc: Barry Caswell; Gus Labbe
Subject: DOCUMENTARY SEIZURE ORDER UNDER THE CORONERS ACT
Importance: High
Sensitivity: Confidential

Tracking:	Recipient	Read
	John Furlong	
	Monica Jako	
	Cathy Priestner Allinger	Read: 15/03/2010 5:33 PM
	Tim Gayda	Read: 16/03/2010 10:27 AM
	Ron Holton	Read: 16/03/2010 12:43 PM
	Renee Smith-Valade	Read: 15/03/2010 5:05 PM
	Andreja McQuarrie	Read: 15/03/2010 6:48 PM
	Craig Lehto	
	Ashley Jakobi	
	Kaisa Christie	
	Mark Hatton	Read: 15/03/2010 5:47 PM
	Katy Dunnet	Read: 15/03/2010 4:44 PM
	Mike Wilkinson	Read: 15/03/2010 5:08 PM
	Joan Maguire	Read: 15/03/2010 6:36 PM
	John Gibson	Read: 15/03/2010 5:07 PM
	Barry Caswell	Read: 15/03/2010 5:01 PM
	Gus Labbe	

Today we received an Order issued by the Coroner investigating the death of Nodar Kumaritashvili for the seizure and delivery to him within 14 days of copies of all documents, records and writings, including all reports, analyses, memoranda and electronic correspondence, "relating to the deceased and/or his circumstances" in the possession of VANOC, including all staff at the Whistler Sliding Centre.

Accordingly, **it is imperative** that:

- You acknowledge by return email to me your receipt of this email;
- You preserve and protect all paper and electronic documents which are in your possession or on your computer;
- You forthwith advise me and Gus Labbe if your departure from VANOC is imminent so we can ensure that he or his staff have ready access to your computer prior to your exit to be able to preserve all data before the information on the computer is purged;
- You advise me if you are aware of any other present or past VANOC employees who may be or may have been in possession of relevant documents (which may include members of your staff) so I can advise them directly of the need to preserve and

deliver up documents; and,

- You advise me forthwith of the identity of any persons, not employees of VANOC, who may have functioned as a member of the staff of the Whistler Sliding Centre (which could include volunteers) who may be in possession of relevant documents.

I will be following up with you promptly to make arrangements to gather all documents which are in your possession so that they can be reviewed and assessed for delivery to the Coroner. I have had a preliminary discussion with the Chief Legal Counsel to the Coroner. The principle purpose of the seizure is to review all material that may assist in arriving at a decision whether or not to hold an inquest. The role of the Coroner in carrying out an investigation and in conducting an inquest is not to find fault but rather, generally, to find facts to improve public safety and to prevent further deaths in similar circumstances.

Please call if you have any questions. Ken

Kenneth M. Bagshaw, Q.C.

Chief Legal Officer

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games

Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver

400 - 3585 Graveley Street

Vancouver, BC V5K 5J5

3585 rue Graveley

Vancouver, C.-B. V5K 5J5

CANADA

Tel: 604-403-1423 Fax: 778-328-2011 TTY: 1-866-645-2010

Email: ken_bagshaw@vancouver2010.com

www.vancouver2010.com

Please note that my new mobile number is: 604.404.9453

This transmission, or any part of it, is intended solely for the named addressee. The copying or distributing of this transmission or any information it contains, by anyone other than the addressee, is prohibited. If you have received this transmission in error, please let me know by telephone 604.403.1423 or by reply e-mail. If you are not the named addressee, you must destroy the original transmission and its contents.

MARCH 16, 2010 AREAS OF INTEREST IN CORONIAL INQUIRY 2010-0269-0002:

1. The track/Whistler Sliding Centre; homologation documents and reports confirming track safety prior to the incident.
2. Mr. Kumaritashvili – documents/records relating to his use of the track during the games and prior, including the training period in November 2009.
3. Documents and records relating to the incident including incident reports, situational assessments, expert analyses and reports, emails addressing the incident.
4. Documents, records, reports and analyses addressing safety of the track after the incident.
5. Documents governing the future of the track.

Pawlowski, Tom X SG:EX

From: Farin Chatur [Farin_Chatur@vancouver2010.com]
Sent: Wednesday, March 24, 2010 10:59 AM
To: Pawlowski, Tom X SG:EX
Cc: Ken Bagshaw, Ruth Hibbard
Subject: Nodar Kumaritashvili
Attachments: 20100324095142511.pdf

Mr. Pawlowski,

Please find attached correspondence from Mr. Bagshaw regarding Nodar Kumaritashvili.

Thank you.

Farin Chatur
Executive Assistant, Chief Legal Officer
Tel: 604.403.2660 Fax: 778 328-2011
farin_chatur@vancouver2010.com
www.vancouver2010.com



Via email: Tom.Pawlowski@gov.bc.ca

March 23, 2010

Tom Pawlowski
Ministry of Public Safety and Solicitor General
Office of the Chief Coroner
4720 Kingsway
Suite # 800
Burnaby, BC
V5H 4N2

Dear Mr. Pawlowski,

Thank you for attending at our office in person on March 17, 2010 to meet with me, Craig Lehto and Ruth Hibbard to clarify the scope of your Order to Seize received March 15, 2010 pursuant to the *Coroner's Act*. We appreciate the time you took to explain more fully your role, your process and your objectives. We are intent on cooperating and assisting in your process as much as possible notwithstanding the constraints that we are now operating under as we move through the shutdown and windup stages. As we mentioned, our planned downsizing has staff leaving at a rapid pace. The end of the Olympic Games on February 28 our headcount for staff was approximately 1400 and by the end of this month we will be down to 400. We are coping as best we can to track down information and documents which may have been held electronically or on paper by the departed and departing staff.

The Order issued by you is very comprehensive in scope and, as we explained, could necessitate production of a significant volume of documents which may be of no particular interest to you but the production of which will involve considerable work by us. In our meeting we made mention of the following examples which, as I recall, were not required:

- Press releases about the accident and related internal and external communications;
- Documents relating to the preparation of a letter to the family of Nodar Kumanitashvili including exchanges with the IOC and with the Federal government translation service, and arrangement for delivery of the letter to the family;
- VANOC responses to media and public enquiries about the accident;
- Communications received from third parties commenting on the accident;
- Communications with insurance brokers and others around our planning for the delivery of accidental death insurance proceeds to the estate of the deceased;
- Compiling of expressions of condolence and memorial books and other expression of sympathy from within and without VANOC

MISSION

To touch the heart of the nation and inspire the world by creating and delivering an extraordinary Olympic and Paralympic experience with lasting legacies.

Toucher l'âme de la nation et inspirer le monde entier grâce à l'organisation et à la tenue de Jeux olympiques et paralympiques extraordinaires qui laisseront un héritage durable.

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC)
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver (COVAN)

VANOC
400-7565 Granville Street
Vancouver, BC Canada V5K 5J5

COVAN
3595, rue Granville, bureau 400
Vancouver, C-B Canada V5K 5J5

Phone / Téléphone 778 328 2010
Fax / Télécopieur 778 378 2011
TTY 1 866 645 2010

vancouver2010.com

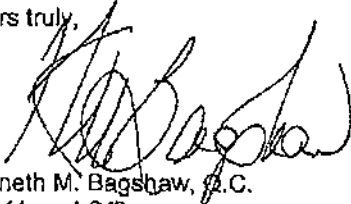
There may be other categories which, in a similar manner, do not provide information about the design, construction, homologation or operation of the track or the accident which we hope can be excluded, at least at this stage, from our disclosure obligation despite the breadth of the Order.

As we assured you, we are gathering the historical information about the design and homologation of the track which we understand are important for your investigation. To do so involves recovering documents going back to 2003. Craig is committed to compiling this for you but may need more time than the 14 days demanded by the Order. We understand that you are willing to consider allowing for this and we agreed to keep you informed on our progress.

Although VANOC will make every effort to deliver the information you ordered by March 29, 2010 as specified in your Order, given the short time period between the end of the Paralympic Games and the deadline, as well as the challenges faced in locating and obtaining information from VANOC personnel who departed VANOC following the Olympic Games period, VANOC may continue to deliver such information as soon as reasonably possible after March 29, 2010 should we be unable to deliver it by the deadline. We would appreciate you confirming your willingness to permit delivery beyond March 29. You have our assurance that we will be delivering information as soon as we have compiled it and expect to provide considerable information by that date. However, we want to avoid being in non-compliance with the Order and so request this accommodation.

Please advise me as soon as possible if I have not accurately summarized the information you included or excluded based on our meeting last week, and if you can accommodate delivery later than March 29, 2010 to the extent described above.

Yours truly,



Kenneth M. Bagshaw, Q.C.
Chief Legal Officer

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Monday, March 29, 2010 4:25 PM
To: Pawlowski, Tom X SG:EX
Subject: FW: MEdia Request: Associated Press

Importance: High

Tom -

Can you advise me on this?

Jeff Dolan
Director, Provincial Operations
BC Coroners Service

s.15, s.17

www.pssg.gov.bc.ca/coroners

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From: Schollen, Tasha PAB:EX
Sent: Monday, March 29, 2010 4:23 PM
To: Dolan, Jeff SG:EX
Cc: Plummer, Glen PAB:EX; Shepherd, Brent PAB:EX; Schollen, Tasha PAB:EX; Trotter, Kate PAB:EX
Subject: MEdia Request: Associated Press
Importance: High

Hi Jeff,

Reporter is asking re: Luger death is the timing of the Coroner's investigation tied to the release of the International Luge Federation Report?

Could you please advise?

Deadline: Today.

Thank you,

Tasha Schollen
Senior Public Affairs Officer
Public Affairs Bureau, Ministry of Public Safety and Solicitor General
Phone 250-356-6538
Cell s.15, s.17
Fax 250-387-1753



Emergency ManagementBC

2010-03-29

Kenneth M. Bagshaw, Q.C.
Chief Legal Officer
VANOC
400-3585 Graveley Street
Vancouver, BC V5K 5J5

Via email: Farin_Chatur@vancouver2010.com

Dear Mr. Bagshaw:

**Re: Order to Seize under the *Coroners Act*
BCCS File # 2010-269-002 Sudden Death of Nodar KUMARITASHVILI**

Thank you for your letter of March 23, 2010, regarding the terms of the March 12, 2010 coronial Order to Seize.

In response to your request, I can confirm that the summary you provide on Page 1 of the above mentioned letter is an accurate reflection of the discussion we held on March 17, 2010. The types of documents listed on Page 1 of your letter are unlikely to be relevant to the coronial investigation and you are not required to produce them at this point. Should it become apparent in the course of this inquiry that any such documents are in fact relevant to this investigation, you will be required to make them available at that time.

I acknowledge and accept your explanation that the recovery of historical information relating to the design and homologation of the Whistler Sliding Centre track is an onerous task and that VANOC will require more time to comply with the Order. In view of the challenges associated with the recovery of these historical documents, I ask that these documents be delivered to me by April 30, 2010.

Sincerely,

Tom Pawlowski, Coroner



BY HAND DELIVERY

March 29, 2010

Mr. Tom Pawlowski,
Coroner
Office of the Chief Coroner
800-4720 Kingsway
Burnaby, B.C.
V5H 4N2

Dear Mr. Pawlowski,

**In the Matter of a Coroner's Investigation of the death of Nodar
Kumaritashvili**

Pursuant to your Order received by us on March 15, 2010 and on subsequent meetings and discussion about the initial scope of our response, including our letter to you of March 23, we are delivering a binder of materials which have been compiled internally, divided into materials which are directly responsive to the terms of the Order and supplementary materials which are not directly called for by the Order but which we thought would be useful background information for you.

To trigger the compilation of the materials from various departments in VANOC, all of which are in the midst of ever accelerating wind down and termination of employees, we sent the attached email of March 15 to key people in VANOC and have subsequently followed up with each of them to strive for as comprehensive a response as possible. Once the materials were substantially in hand legal staff reviewed the materials to eliminate obvious redundancy and irrelevancy. However, we have retained all the documents removed on the basis of redundancy and can provide them to you on request.

Consistent with our discussion and correspondence with you and our objective of removing redundant documents, the binder does not include:

MISSION

To touch the soul of the nation and inspire the world by creating and delivering an extraordinary Olympic and Paralympic experience with lasting legacies.

Éveiller l'âme de la nation et inspirer le monde entier grâce à l'organisation et à la tenue de jeux olympiques et paralympiques extraordinaires qui laisseront un héritage durable.

Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC)
Comité d'organisation des jeux olympiques et paralympiques d'hiver de 2010 à Vancouver (COVAN)

VANOC	COVAN	Phone / Téléphone	778 528 2010
400-3585 Gravelly Street	3585, rue Gravelly, bureau 400	Fax / Télécopieur	778 928 2011
Vancouver, BC Canada V5K 5J5	Vancouver, C.-B. Canada V5K 5J5	TTY	1 866 645 2010

VANCOUVER2010.COM



1. Any post-accident communications, internal and external, relating to the Accidental Death & Dismemberment Insurance Policy which we had placed to cover Olympic Family which included the deceased;
2. Any post-accident communications by our Insurance Department and our department, NOC Services, which manages our relationships with all the participating National Olympic Committees, both internally and with the Georgian NOC concerning a service at a Vancouver funeral home, concerning the repatriation of the remains and concerning the development of a letter from John Furlong to the family of the deceased expressing our collective condolences and advising of the insurance coverage;
3. Any medical reports prepared as a result of any other incidents at the Whistler Sliding Centre (WSC); and,
4. Any documents relating to the construction of the WSC all of which have been retained and secured and could be made available on request.

As much of our records are not maintaining in a central location, in preparing the materials we have relied on individuals within VANOC to produce all relevant documents in response to the attached email and our follow up. Due to departures occurring daily and staff having widely varying degrees of technical expertise, we are not certain that all relevant historical records, particularly earlier emails, have been included. However, we instructed our Technology team to back up all computers thought to have relevant records so a more intensive search, difficult and expensive as it may be, could be discussed, if you consider that such a search may be warranted following your review of the enclosed materials.

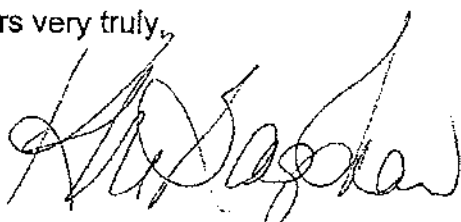
A word of explanation concerning the supplementary materials may be of assistance to you. Apart from the press releases, the remaining materials are intended to reveal the important milestones in the history of the creation and development of the Whistler Sliding Centre. The extract from the Bid book contains a description of the intended location of the Sliding Centre for the Games. The Multiparty Agreement describes, in section 17 & 18 the Federal and Provincial contributions to the construction of the Sliding Centre and section 31 describes the intentions with respect to the use of facilities created with government funding. Finally, section 36 provides a summary description of the Legacy plan. Since the Whistler Sliding Centre was being constructed on lands forming part of the operation of Whistler Blackcomb the required lands had to be carved out of the Whistler Blackcomb lands which gave rise to number of operational issues. Under Tab B3 we've included the key agreements with Whistler Blackcomb. Firstly the initial page of the 2010 Revised Venue Agreement which describes the Bid Sliding Centre Agreement as being dealt with separately. In fact, it is dealt

with by the December 9, 2002 agreements which are appended to that first page of the 2010 Venue Agreement. In addition, we have enclosed a Memorandum of Agreement of January 1, 2010 which deals with allocation of rights and responsibilities between VANOC and Whistler Blackcomb as a result of becoming neighbours on Blackcomb Mountain.

Next we've included information on the Legacy Society, its organizational documents and the Asset Transfer Agreement and related agreements which are taking affect on May 31. Finally we've included a number of press releases and other materials from our Communications group which will provide further background information for you.

We hope that you will find the enclosed materials responsive to your Order and helpful to your process.

Yours very truly,

A handwritten signature in black ink, appearing to read 'K. Bagshaw', written over a horizontal line.

Kenneth M. Bagshaw, Q.C.
Chief Legal Officer

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Tuesday, April 6, 2010 11:15 AM
To: Pawlowski, Tom X SG:EX
Subject: FW: Media Request: Canadian Press

Importance: High

Tom?

Jeff Dolan
Director, Provincial Operations
BC Coroners Service
direct s.15, s.17
www.pssq.gov.bc.ca/coroners

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From: Schollen, Tasha PAB:EX
Sent: Tuesday, April 6, 2010 11:13 AM
To: Dolan, Jeff SG:EX
Cc: Schollen, Tasha PAB:EX; Trotter, Kate PAB:EX; Shepherd, Brent PAB:EX; Plummer, Glen PAB:EX
Subject: Media Request: Canadian Press
Importance: High

Hi there Jeff,

Per the media request below, could you please advise as to whether BCCS provided any information to FIL for their report into the Luger death and if so – is that something we can confirm for the reporter and can we say what kind of information was provided? Looks like the FIL report will go out before the Coroner's Report into the Luger death.

Thanks,
Tasha

Sonny Dhillon – Canadian Press - 604-687-1662

Issue: Luger Death

Request: The reporter heard that BCCS has released info to the Luge Federation and that information will be part of a report to be released by the federation. The federation's report is expected to come out before the coroner's report. Can you tell me what info you provided to the federation? I said that there may not be any information to provide, but I would check and have someone get back to him. I explained that BCCS will issue a public report once its investigation is complete; the reporter understands that.

Deadline: today if possible, as soon as you can



By Email and Courier

April 13, 2010

Mr. Tom Pawlowski
Coroner
Office of the Chief Coroner
800-4720 Kingsway
Burnaby, B.C.
V5H 4N2

RECEIVED

APR 13 2010

MINISTRY OF SOLICITOR GENERAL
OFFICE OF THE CHIEF CORONER

Dear Mr. Pawlowski

In the Matter of a Coroner's Investigation of the death of Nodar Kumaritashvili

Further to the writer's voice mail message today, I am forwarding to you as additions to the information package which we have provided to you pursuant to your Order the following:

1. a letter dated January 7, 2009 from Joseph Fendt, President of the FIL, to Craig Lehto conveying instructions and suggestions arising from the observations taken during the 2008 training week. We recently received this copy from the FIL which for some inexplicable reason did not show up in the materials which came from Craig.
2. an email of April 6, 2010 from Craig Lehto to me and others providing an updated stats sheet for the first three seasons of track operation. According to Craig, the version of this stats sheet in the binder we provided you was both incomplete and inaccurate in respect of the 09.10 season. He has explained to us that the turnover numbers originally compiled on Feb. 12 were hastily tallied by persons using a different methodology for reporting turnovers than had been used in the previous seasons. This revised stats sheet includes the entire season and incorporates a methodology consistent with that used for prior seasons. Under the consistent methodology, the number of turnovers came out lower. If you wish further clarification on this I'm sure Craig would be pleased to provide it. This stats sheet

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Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC)
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver (COVAN)

VANOC
400-3585 Gravelly Street
Vancouver, BC Canada V5K 5J5

COVAN
3585, rue Gravelly, bureau 400
Vancouver, C-B, Canada V5K 5J5

Phone / Téléphone 778 328 2010
Fax / Télécopieur 778 328 2011
TTY 1 866 645 2010

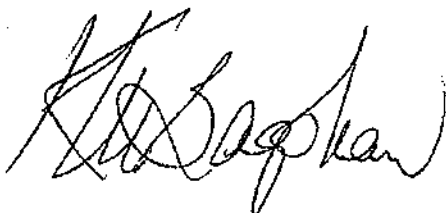
vancouver2010.com



should be added to the binder as a revision and correction of the incomplete one now in your possession.

When your schedule permits I would appreciate an opportunity to discuss the scope of further documents which you consider relevant to your deliberations. I am advised that we have provided all the homologation materials in our possession. You may gather more from the FIL as a result of your request to them. The major documentation which has not been delivered is the design calculations, drawings and related correspondence and the construction drawings, construction contracts and related correspondence. Before we initiate copying of a substantial amount of material which this represents we wish to ensure that it will be of utility to you.

Yours very truly,



Kenneth M. Bagshaw, Q.C.
Chief Legal Officer

Encl.

c.c.: Craig Lehto
Ruth Hibbard

Vancouver 2010 C.C.

Pawlowski, Tom X SG:EX

From: Ruth Hibbard [Ruth_Hibbard@vancouver2010.com]
Sent: Saturday, April 17, 2010 4:46 PM
To: Pawlowski, Tom X SG:EX
Subject: Meeting Proposed

Hi Tom – you mentioned you were available this Wednesday (among other days) for a meeting at VANOC to review the construction files which may assist your investigation based on our phone meeting this past Wednesday. Please let me know what time on Wednesday works best for you. Craig Lehto and s.22 have blocked their calendar on Wednesday for this purpose and plan to attend the meeting in person if possible. If Wednesday is no longer convenient for you, please advise us of your preferred date and time.

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver
400 - 3585 Gravelley Street / rue Gravelley, Vancouver, BC (C.-B.) V5K 5J5
Tel/tél. : 604-403-1842 TTY: 1-866-645-2010 Fax/télec. : 778-328-2011
Ruth_Hibbard@vancouver2010.com
www.vancouver2010.com

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Pawlowski, Tom X SG:EX

From: Foster, Terry PAB:EX
Sent: Monday, April 19, 2010 9:04 AM
To: Pawlowski, Tom X SG:EX
Subject: FW: luge report and responses

If you are looking for the luge report, it can be found here:

Copyright

Pawlowski, Tom X SG:EX

From: Dolan, Jeff SG:EX
Sent: Monday, April 19, 2010 8:44 AM
To: Pawlowski, Tom X SG:EX
Subject: FW: driver error kills olympic luger

FYI Tom

Jeff Dolan
Director, Provincial Operations
BC Coroners Service
direct

s.15, s.17 www.pssg.gov.bc.ca/coroners This electronic mail message is from the BC Coroners Service and is intended only for the person or entity named in the addressee field. This message may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the addressee or an employee or agent responsible for delivering this message to the addressee, please notify the sender immediately and destroy any copies you may have. Any unauthorized distribution, copying or disclosure is strictly prohibited.

-----Original Message-----

From: Plummer, Glen PAB:EX
Sent: Monday, April 19, 2010 6:49 AM
To: Rothon, Diane A SG:EX; Leibell, Norm SG:EX; Dolan, Jeff SG:EX; Shoemaker, Wes SG:EX
Cc: Johnston, Karen PAB:EX
Subject: Fw: driver error kills olympic luger

FYI

Glen Plummer
Communications Manager
Public Safety and Solicitor General
250 953-4062 office
s.15, s.17 cell

----- Original Message -----

From: CKNW News Talk 980 <cknwam@listeneremail.net>
To: Plummer, Glen PAB:EX
Sent: Mon Apr 19 03:39:32 2010
Subject: driver error kills olympic luger

A report by the International Luge Federation says the fatal crash by luger Nodar Kumaritashvili at the Whistler Luge track was due to driver error and the reaction of the sled as it hit the wall at the exit of curve 16 causing a "catapult" effect.
Sent at 3:35 am

For the latest CKNW News & to Listen Live click <http://www.bmilem.com/m/?s=cknw-am&d=1046742&q=cknw-am2010041934420100419063832&e=glen.plummer@gov.bc.ca&RefNum=10047416>

You are receiving this email alert because you are a club member. If you wish to unsubscribe, click on
http://www.cknw.com/_SHARED/AffinityClubs/ux.aspx?MID=102629980&CS=1401233927

KUMARITASHVILI, NODAR 2010-0269-0002

APRIL 21, 2010 MEETING AT VANOC OFFICES INVOLVING RUTH HIBBARD, KEN BAGSHAW, CRAIG LEHTO, DAVID PENNER, JAN JANSEN AND T. PAWLOWSKI

PURPOSE OF MEETING: TO IDENTIFY DOCUMENTS PERTAINING TO THE WSC TRACK DESIGN AND CONSTRUCTION IN VANOC'S POSSESSION AND RELEVANT TO CORONIAL INVESTIGATION

Areas of interest to the coronial inquiry:

- Site selection
- Track design and any modifications to track design and rationale for those
- Indication as to what dictated the track design
- What parameters and objectives were provided to the track design team
- How were these objectives developed and by whom
- Other than the FIL/FIBT homologation, was there an audit process to ensure that the completed track met the design criteria
- Information pertaining to the profile plans and changes to profiles; also documentation of ice profile measurements
- Information pertaining to crash barrier design and modifications

⑧ DOCUMENTS SEIZED FROM VANOC ON
APR. 21/10 @ VANOC HQ
(#1 - #6) (269)



April 29, 2010

Mr. Tom Pawlowski,
Coroner
Office of the Chief Coroner
800-4720 Kingsway
Burnaby, B.C.
V5H 4N2

Dear Mr. Pawlowski,

In the Matter of a Coroner's Investigation of the death of Nodar Kumaritashvili

In response to your letter dated March 29, 2010, and based on our meeting on April 21, 2010 at VANOC's premises, in which you further clarified the scope of materials relating to the design and construction of the Whistler Sliding Centre track pursuant to your Order to Seize under the *Coroners Act*, we are delivering to you a second binder of materials that we believe substantially represents the materials to be delivered by April 30, 2010 to you by VANOC under your Order. We are also including a USB Key of the electronic versions of the materials, including the CADs, to facilitate legibility of the documents.

Both Jan Jensen and David Penner confirmed that all documents of which they are aware relating to the design and construction of the Whistler Sliding Centre track that may be the subject of your Order, are included in these two binders. As mentioned previously, we have worked with VANOC Technology to ensure that all VANOC records are preserved. Therefore, if you determine that a further search is required following your review of VANOC's submissions, or require any other assistance by VANOC to advance your investigation, please do not hesitate to contact Ruth Hibbard at 604-403-1842 who is with VANOC until May 21, 2010. Alternatively, you can also contact me at 604-404-9453 or at ken_bagshaw@vancouver2010.com as I will be continuing to support VANOC on an "as needed" basis for several months after my departure on April 30, 2010. In addition, I will be able to be reached at kenbagshaw@hotmail.com.

Sincerely,

Ken Bagshaw, Q.C.
Chief Legal Officer,
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games

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Vancouver, BC Canada V5K 5J5

COVAN
3555, rue Gravelly, bureau 400
Vancouver, C.-B. Canada V5K 5J5

Phone / Téléphone 778 328 2010
Fax / Télécopieur 778 328 2011
TTY 1 866 645 2010

Vancouver2010.com



Pawlowski, Tom X SG:EX

From: Ruth Hibbard [Ruth_Hibbard@vancouver2010.com]
Sent: Thursday, April 29, 2010 4:18 PM
To: Pawlowski, Tom X SG:EX
Cc: Ken Bagshaw
Subject: RE: Second Submission of Documents re: matter

Hi Tom – I am currently out of the office and have been unable to confirm that someone will definitely be there when you arrive. I therefore propose that I get the materials to you tomorrow morning.

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver
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From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: April 29, 2010 3:50 PM
To: Ruth Hibbard
Cc: Ken Bagshaw
Subject: RE: Second Submission of Documents re: matter

Hello Ruth,

Thank you very much, you've been very kind with your offer. If, however, you're available within the next hour, I will be passing near VANOC office. Would that be alright?

Tom Pawlowski; Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
www.pssg.gov.bc.ca/coroners

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From: Ruth Hibbard [mailto:Ruth_Hibbard@vancouver2010.com]
Sent: Thursday, April 29, 2010 3:37 PM
To: Pawlowski, Tom X SG:EX

Cc: Ken Bagshaw
Subject: Second Submission of Documents re: matter

Dear Tom,

VANOC has now prepared a second binder, which we believe represents the final binder, of materials to be submitted to you pursuant to your Order. Please advise if you have a preference for the delivery of these materials.

You asked me to give you advance notice when the binder is ready in case you were in the area and could pick it up in person. However, I am happy to hand deliver it to your offices tomorrow or send by courier. Please advise.

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
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Pawlowski, Tom X SG:EX

From: Ruth Hibbard [Ruth_Hibbard@vancouver2010.com]
Sent: Monday, May 10, 2010 1:12 PM
To: Pawlowski, Tom X SG:EX
Subject: RE: Coroner's Report

Tom,

Thank you, for your prompt response. We understand that VANOC may not receive a draft copy of the report in advance, but receiving a heads up on timing and method of release will be helpful to VANOC, if at all feasible.

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver
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Ruth_Hibbard@vancouver2010.com
www.vancouver2010.com

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From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: May 10, 2010 11:25 AM
To: Ruth Hibbard
Subject: RE: Coroner's Report

Hello Ruth,

It is not our practice to make draft reports available. However, in cases where a coroner makes recommendations, those are generally discussed with individuals/organizations identified in the recommendation process, ahead of time. Those organizations also receive the report at the same time as the deceased's family, a week before other requesting parties receive a copy.

Also, if a report is likely to make some unanticipated findings, there may be opportunity to discuss those findings ahead of time, in order to allow for feedback or clarification – the objective here would be to ensure that only the most reliable, supportable information finds its way into coroner's report; such a process is possible as it allows examination of evidence and response similar to that afforded at an inquest. This would be done at the coroner's discretion, on a case-by-case basis.

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2

tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
www.pssg.gov.bc.ca/coroners

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From: Ruth Hibbard [mailto:Ruth_Hibbard@vancouver2010.com]
Sent: Monday, May 10, 2010 11:07 AM
To: Pawlowski, Tom X SG:EX
Subject: Coroner's Report

Hello Tom,

Will you be providing VANOC with a confidential draft of your report prior to delivery to the Chief Coroner? If a draft will not be provided in advance, will you provide VANOC with advance notice of its publication?

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver
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Pawlowski, Tom X SG:EX

From: Ruth Hibbard [Ruth_Hibbard@vancouver2010.com]
Sent: Thursday, May 20, 2010 3:20 PM
To: Pawlowski, Tom X SG:EX
Cc: Ken Bagshaw
Subject: RE: Nodar Kumaritashvili inquiry

Hello Tom

I can confirm the contact information for the following individuals:

Tracy Seitz@vancouver2010.com

Bus Tel: 604-402-1469

s.15, s.17

timgayda@shaw.ca

I am still confirming Ed Moffat's email address to be emoffat@luge.ca. I called his forwarding number at 403-286-9703 and the individual who answered said the phone number was correct and that this was his address but I have not yet heard back from Ed.

I wanted to get this information to you before I leave although I am still confirming if VANOC counsel will be present and if these three individuals will give information under oath. I am sensitive to your deadline for reporting to the Chief Coroner and hopefully will be able to confirm on both open items by tomorrow.

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
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From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: May 19, 2010 8:32 AM
To: Ruth Hibbard
Subject: RE: Nodar Kumaritashvili Inquiry

Hello Ruth,

If you can provide me with the contact information, it would be helpful. Thank you.

Tom Pawlowski, Coroner

BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
www.pssg.gov.bc.ca/coroners

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From: Ruth Hibbard [mailto:Ruth_Hibbard@vancouver2010.com]
Sent: Wednesday, May 19, 2010 7:38 AM
To: Pawlowski, Tom X SG:EX
Subject: RE: Nodar Kumaritashvili inquiry

Hi Tom

I was out of the office yesterday and will be out again today but I confirmed that Tracy Seitz is still employed with VANOC. However, the others are not.

Unfortunately, I cannot confirm if VANOC counsel will necessarily attend these interviews. I forwarded your message to Ken yesterday but have not yet heard back. s.22
I therefore recommend that you reach out to these individuals directly and would ask that you keep VANOC Legal s.22 apprised accordingly. I can attend this week if you are able to set up an interview on short notice. Otherwise, one of my colleagues will hopefully be able to attend thereafter since my employment with VANOC ends this Friday.

Do you have the current contact information for these individuals? If not, I am happy to track it down.

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver
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Tel/tél. : 604-403-1842 TTY: 1-866-645-2010 Fax/téléc. : 778-328-2011
Ruth_Hibbard@vancouver2010.com
www.vancouver2010.com

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From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: May 18, 2010 12:59 PM
To: Ruth Hibbard
Subject: Nodar Kumaritashvili inquiry

Hello Ruth,

I understand that this is your last week with VANOC and so, I don't know whether you can assist me, as I am certain there are great demands on your time.

I am currently at a stage where I would like to interview three of VANOC's (former?) employees:

Mr. Ed Moffat – Luge Race Director

Mr. Tracy Seitz – WSC Ice Meister

Mr. Tim Gayda – VP Sport

I don't know whether it would be VANOC's preference to have counsel present during the interviews. If not, I can contact these individuals directly.

Thank you.

Tom Pawlowski, Coroner

Office of the Chief Coroner

800 - 4720 Kingsway

Burnaby, BC V5H 4N2

tel: 604-660-7707

fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: Charles Hotel [Charles_Hotel@vancouver2010.com]
Sent: Friday, May 21, 2010 4:44 PM
To: Pawlowski, Tom X SG:EX
Subject: Out of Office AutoReply: Nodar Kumaritashvili inquiry

Thank you for your email - Please note that I will be out of the office until May 25th with only periodic access to my email. I will respond to you on my return to the office. In the meantime, please contact my colleague Kris Britch (kris_britch@vancouver2010.com) with anything urgent.

Thank you.

Pawlowski, Tom X SG:EX

From: Ken Bagshaw [ken_Bagshaw@vancouver2010.com]
Sent: Friday, May 21, 2010 4:44 PM
To: Pawlowski, Tom X SG:EX
Subject: Out of Office AutoReply: Nodar Kumaritashvili inquiry

Please note that I am no longer working on a full time basis in VANOC but am available to deal with matters as required. I check my VANOC emails regularly but not necessarily daily. If your matter is urgent please call me on my VANOC mobile phone at s.15, s.17

Pawlowski, Tom X SG:EX

From: Jackie, Larry R. [LJackie@blgcanada.com]
Sent: Friday, May 21, 2010 4:54 PM
To: Pawlowski, Tom X SG:EX; Ruth Hibbard
Cc: Ken Bagshaw; Charles Hotel
Subject: RE: Nodar Kumaritashvili inquiry

Hello Tom,
I will call you next week.
Regards,
Larry

Larry R. Jackie, Q.C.
Partner
Direct Tel: (604) 640-4115
Direct Fax: (604) 622-5815
Email: ljackie@blgcanada.com

BORDEN LADNER GERVAIS LLP

1300 WATERFRONT CENTRE
200 BURNARD STREET
P.O. BOX 48600
VANCOUVER, CANADA V7X 1T2
TELEPHONE: (604) 687-5744
FAX: (604) 687-1415

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From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: Friday, May 21, 2010 4:43 PM
To: Ruth Hibbard
Cc: Jackie, Larry R.; Ken Bagshaw; Charles Hotel
Subject: RE: Nodar Kumaritashvili inquiry

Very good Ruth, I will make the initial contact next week.

Thank you very much for all your assistance, especially at such a late stage in your assignment.

Best Regards.

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707

fax: 604-660-7766
tom.pawlowski@gov.bc.ca
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From: Ruth Hibbard [mailto:Ruth_Hibbard@vancouver2010.com]
Sent: Friday, May 21, 2010 4:29 PM
To: Pawlowski, Tom X SG:EX
Cc: ljackie@blgcanada.com; Ken Bagshaw; Charles Hotel
Subject: FW: Nodar Kumaritashvili inquiry

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However, VANOC is retaining Larry Jackie from Borden Ladner Gervais to advise these individuals on a case by case basis, should any of them wish the assistance of legal counsel. I am copying Larry in case you require his contact information, as well as to give you advance notice that Larry may call you next week to better understand the purpose of these interviews. Ken and I gave Larry a very quick overview of the matter in the minutes remaining in my tenure with VANOC, so I apologize in advance if there is information you find yourself providing to Larry that we should have provided.

Ken has asked that you copy him on all your correspondence with Tim Gayda, Tracy Seitz, and Ed Moffat. Although s.22 and therefore his access to email will be intermittent, he will remain your initial point of contact for VANOC on this matter, with Charles Hotel as his back up for urgent matters only. Charles can be reached at 604-403-2278 or by cell at s.22

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Comité d'organisation des Jeux olympiques et paralympiques d'hiver de 2010 à Vancouver
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Sent: May 20, 2010 1:45 PM
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interviews will attempt to clarify some specific issues. Having said that, I did not anticipate invoking section 11(1)(h) – the main objective behind that provision is to compel the testimony of reluctant witnesses. However, if any of the witnesses would like to avail themselves of the protection afforded by that section and sections 12, etc., we can certainly arrange to have their answers taken under oath, in the presence of a court recorder.

Please let me know if any of the witnesses would like to be interviewed under oath and I will make the necessary arrangements. Thank you.

Tom Pawlowski, Coroner
BC Coroners Service
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Burnaby, BC V5H 4N2
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From: Ruth Hibbard [mailto:Ruth_Hibbard@vancouver2010.com]
Sent: Thursday, May 20, 2010 9:58 AM
To: Pawlowski, Tom X SG:EX
Subject: RE: Nodar Kumaritashvili inquiry

Hello Tom – I have confirmed the email addresses for two of the three persons, and am just waiting for the third before sending all three of them to you (today, I hope).

I have a follow up question for you regarding your request for interviews with these individuals. While we appreciate your powers of investigation are broad, are you able to confirm if you intend these interviews to be similar in format to the ones we participated in at our offices with Craig Lehto and s.22 or will these individuals be required to provide information on oath or affirmation at a time and place set by you pursuant to section 11(1)(h) of the Act?

Ken and I are meeting today to determine if we are able to arrange for counsel to be present.

My apologies for the delay in responding to your request.

Thank you,

Ruth Hibbard
Director and Legal Counsel, Legal Services
Directeur et avocat-conseil
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
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From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: May 19, 2010 8:32 AM
To: Ruth Hibbard
Subject: RE: Nodar Kumaritashvili inquiry

Hello Ruth,

If you can provide me with the contact information, it would be helpful. Thank you.

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
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From: Ruth Hibbard [mailto:Ruth_Hibbard@vancouver2010.com]
Sent: Wednesday, May 19, 2010 7:38 AM
To: Pawlowski, Tom X SG:EX
Subject: RE: Nodar Kumaritashvili inquiry

Hi Tom

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Unfortunately, I cannot confirm if VANOC counsel will necessarily attend these interviews. I forwarded your message to Ken yesterday but have not yet heard back. s.22 s.22 s.22
I therefore recommend that you reach out to these individuals directly and would ask that you keep VANOC Legal apprised accordingly. I can attend this week if you are able to set up an interview on short notice. Otherwise, one of my colleagues will hopefully be able to attend thereafter since my employment with VANOC ends this Friday.

Do you have the current contact information for these individuals? If not, I am happy to track it down.

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Mr. Tracy Seitz – WSC Ice Meister

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I don't know whether it would be VANOC's preference to have counsel present during the interviews. If not, I can contact these individuals directly.

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email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: Ken Bagshaw [ken_bagshaw@vancouver2010.com]
Sent: Friday, May 21, 2010 5:29 PM
To: Ruth Hibbard; Pawlowski, Tom X SG:EX
Cc: ljackie@blgcanada.com; Charles Hotel; Kris Britch; John McLaughlin
Subject: Re: Nodar Kumaritashvili inquiry

I will just add that Kris Britch of our legal team is also aware of this matter and therefore is a further backup. Ken

Sent via Bell Mobility, the fastest and largest network across North America

From: Ruth Hibbard
To: Pawlowski, Tom X SG:EX
Cc: 'ljackie@blgcanada.com'; Ken Bagshaw; Charles Hotel
Sent: Fri May 21 16:29:21 2010
Subject: FW: Nodar Kumaritashvili inquiry
Tom,

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However, VANOC is retaining Larry Jackie from Borden Ladner Gervais to advise these individuals on a case by case basis, should any of them wish the assistance of legal counsel. I am copying Larry in case you require his contact information, as well as to give you advance notice that Larry may call you next week to better understand the purpose of these interviews. Ken and I gave Larry a very quick overview of the matter in the minutes remaining in my tenure with VANOC, so I apologize in advance if there is information you find yourself providing to Larry that we should have provided.

Ken has asked that you copy him on all your correspondence with Tim Gayda, Tracy Seitz, and Ed Moffat. Although s.22 contact for VANOC on this matter, with Charles Hotel as his back up for urgent matters only. Charles can be reached at 604-403-2278 or by cell at s.22

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Please let me know if any of the witnesses would like to be interviewed under oath and I will make the necessary arrangements. Thank you.

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Mr. Tim Gayda – VP Sport

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Tom Pawlowski, Coroner

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fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: Leibel, Norm SG:EX
Sent: Monday, May 31, 2010 2:26 PM
To: Pawlowski, Tom X SG:EX
Cc: Dolan, Jeff SG:EX
Subject: FW: Associated Press reports - luge tracks to get independant assessment in future

FYI

Norm Leibel
Deputy Chief Coroner
BC Coroners Service
Metrotower II
Suite 800 - 4720 Kingsway
Burnaby BC V5H 4N2

Tel: 604 660 7729
Fax: 604 660 7766
E-mail: norm.leibel@gov.bc.ca

From: Rothon, Diane A SG:EX
Sent: Monday, May 31, 2010 1:53 PM
To: Leibel, Norm SG:EX
Cc: McClean, Claire SG:EX
Subject: FW: Associated Press reports - luge tracks to get independant assessment in future

FYI.

Diane

Dr. Diane A. Rothon MD
Chief Coroner of British Columbia
Office of the Chief Coroner
Metro Tower II, Suite 800 - 4720 Kingsway, Burnaby, B.C. V5H 4N2

Tel: (604) 660 7745
Fax: (604) 660 7766
e-mail: diane.rothon@gov.bc.ca

<http://www.pssg.gov.bc.ca/coroners>

From: Johnston, Karen PAB:EX
Sent: Monday, May 31, 2010 11:52 AM
To: Rothon, Diane A SG:EX; Dolan, Jeff SG:EX
Subject: FW: Associated Press reports - luge tracks to get independant assessment in future

FYI

From: Dickson, Greg PAB:EX
Sent: Monday, May 31, 2010 11:18 AM
To: Lewis, Christine SOAN:EX; Warren, Keira SOAN:EX; Harrison, Sarah PAB:EX; Rud, Jeff PAB:EX; Johnston, Karen

PAB:EX; Foster, Terry PAB:EX; Adair, Marisa PAB:EX

Cc: Patterson, Sherri PAB:EX; Edwardson, Jamie PAB:EX

Subject: Associated Press reports - luge tracks to get independent assessment in future

FYI –

In light of our pending report on the luge track – AP reporting future tracks will get another level of review...

Neutral expert to review safety of 2014 luge track

Copyright

Pawlowski, Tom X SG:EX

From: Keith Bennett [KBennett@wsl2010.com]
Sent: Thursday, June 3, 2010 8:07 AM
To: Pawlowski, Tom X SG:EX
Subject: RE: Coronal inquiry into the death of Mr. Nodar Kumaritashvili

I will see you at 10:00 am on Wednesday June the 9th at 10:00 am at your office at Metrotown.

Keith Bennett
President and CEO
Whistler 2010 SPort Legacies Society

Tel: 604.964.0042
KBennett@wsl2010.com
www.wsl2010.com

From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: June 2, 2010 5:01 PM
To: Keith Bennett
Subject: RE: Coronal Inquiry into the death of Mr. Nodar Kumaritashvili

The 8th, I regret, will not work for me in the morning, but June 9th is open. So, 10am on Wednesday would work well.

If you're able to come to our offices, that would be very accommodating. I'm right at Metrotown (Metrotower office complex, next to the shopping mall). Parking for visitors is anywhere in the underground parkade for the mall. I'm on the 8th floor of Metrotower 2.

Regards,

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
www.pssg.gov.bc.ca/coroners

This electronic mail message is from the BC Coroners Service and is intended only for the person or entity named in the addressee field. This message may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the addressee or an employee or agent responsible for delivering this message to the addressee, please notify the sender immediately and destroy any copies you may have. Any unauthorized distribution, copying or disclosure is strictly prohibited.

From: Keith Bennett [mailto:KBennett@wsl2010.com]
Sent: Wednesday, June 2, 2010 4:46 PM
To: Pawlowski, Tom X SG:EX
Subject: RE: Coronal inquiry into the death of Mr. Nodar Kumaritashvili

Good Afternoon Tom

I would be pleased to meet with you on this file. The accident was tragic and its repercussions will be with us forever. I am scheduled to be in Vancouver on June 8th in the morning enroute to Victoria or the 9th in the morning when I return. Would 10 AM in Burnaby on either of those days work for you.

Keith Bennett
President and CEO
Whistler 2010 Sport Legacies Society

Tel: 604.964.0042
KBennett@wsl2010.com
www.wsl2010.com

From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: June 2, 2010 4:04 PM
To: Keith Bennett
Subject: Coronal inquiry into the death of Mr. Nodar Kumaritashvili

Hello Mr. Bennett,

My name is Tom Pawlowski and I am a Coroner with the British Columbia Coroners Service, conducting the inquiry into the February 12, 2010, death of Mr. Nodar Kumaritashvili.

It is the responsibility of the Coroner to investigate every sudden and unexpected death and following the investigation, to report on the identity of the deceased, the cause of death and all relevant circumstances. The Coroner is a quasi-judicial death investigator, independent from all law enforcement agencies, who does not assign fault or blame, but conducts a fact-finding inquiry.

Where possible and appropriate, the Coroner may also make recommendations to prevent a similar death in the future.

More information about Coroner's mandate and jurisdiction can be obtained at our website:

www.pssg.gov.bc.ca/coroners

I am writing to you to request a meeting, which I hope will provide me with a better understanding of the intended future of the Whistler track and any potential modifications, if any, that may be contemplated for the facility.

Would you please advise me on your availability? Should you have any questions, I can be contacted direct at 604-660-7707.

Thank you, in advance, for your assistance.

Tom Pawlowski, Coroner

Office of the Chief Coroner

800 - 4720 Kinsgway

Burnaby, BC V5H 4N2

tel: 604-660-7707

fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: McClean, Claire SG:EX
Sent: Monday, June 7, 2010 2:33 PM
To: Pawlowski, Tom X SG:EX; Shepherd, Brent PAB:EX
Cc: Dolan, Jeff SG:EX; Schollen, Tasha PAB:EX; Rothon, Diane A SG:EX; Lowther, Brett PAB:EX
Subject: RE: Media request - Global National - Luge death report

This request is now closed.



CS039 -
JMARITASHVILLI.do

Claire

Claire R. McClean (Ms.)

Executive Administrative Assistant to the Chief Coroner of BC
Ministry of Public Safety and Solicitor General
Metro Tower II, Suite 800-4720 Kingsway, Burnaby, B.C. V5H 4N2

Tel: (604) 660-8219

BB: s.15, s.17,

Fax: (604) 660-7766

e-mail: claire.mcclean@gov.bc.ca

<http://www.pssg.gov.bc.ca/coroners>

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⊕ Please consider the environment before printing this email

From: Pawlowski, Tom X SG:EX
Sent: Monday, June 7, 2010 2:18 PM
To: McClean, Claire SG:EX
Cc: Dolan, Jeff SG:EX
Subject: RE: Media request - Global National - Luge death report

The statement is accurate.

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
www.pssg.gov.bc.ca/coroners

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From: McClean, Claire SG:EX
Sent: Monday, June 7, 2010 2:03 PM
To: Pawlowski, Tom X SG:EX
Cc: Dolan, Jeff SG:EX
Subject: FW: Media request - Global National - Luge death report

PAB have made a minor amendment, completed late-June at the earliest.

Claire

Claire R. McClean (Ms.)
Executive Administrative Assistant to the Chief Coroner of BC
Ministry of Public Safety and Solicitor General
Metro Tower II, Suite 800-4720 Kingsway, Burnaby, B.C. V5H 4N2

Tel: (604) 660-8219
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🌱 Please consider the environment before printing this email

From: McClean, Claire SG:EX
Sent: Monday, June 7, 2010 1:58 PM
To: Pawlowski, Tom X SG:EX
Cc: Dolan, Jeff SG:EX
Subject: FW: Media request - Global National - Luge death report

Hi Tom,

The following media request has been received. The suggested response from PAB is:

BCCS to call reporter with following information as background:

The investigation is proceeding positively and is expected to be completed late-June.

As the investigating Coroner, do you agree with this statement? I am happy to contact the reporter with this information.

Thanks,

Claire

Claire R. McClean (Ms.)

Executive Administrative Assistant to the Chief Coroner of BC
Ministry of Public Safety and Solicitor General
Metro Tower II, Suite 800-4720 Kingsway, Burnaby, B.C. V5H 4N2

Tel: (604) 660-8219

BB: s.15, s.17

Fax: (604) 660-7766

e-mail: claire.mcclean@gov.bc.ca

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☺ Please consider the environment before printing this email

From: Shepherd, Brent PAB:EX

Sent: Monday, June 7, 2010 1:56 PM

To: McClean, Claire SG:EX

Cc: Rothon, Diane A SG:EX; Schollen, Tasha PAB:EX; Lowther, Brett PAB:EX; Johnston, Karen PAB:EX

Subject: Media request - Global National - Luge death report

Over to you

Global National – 1-613-369-4830

Issue: BCCS inquiry into the death of death of luger Nodar Kumaritashvili

Request: Reporter Phillip Ling called to see where things are at with the investigation. He says the last time he called in March, he was told the report would be done in early June. He wants to know what the "ETA" of the report is currently.

He's not doing a story, he's just wanting to know for background purposes.

Deadline: 4 pm B.C. time – if no answer, please leave a message on VM

Suggested response: BCCS to call reporter with following information as background:

The investigation is proceeding positively and is expected to be completed late-June.

Brent Shepherd
PSSG Public Affairs

s.15, s.17

Pawlowski, Tom X SG:EX

From: Ken Bagshaw [ken_Bagshaw@vancouver2010.com]
Sent: Tuesday, June 22, 2010 3:51 PM
To: Pawlowski, Tom X SG:EX
Subject: Out of Office AutoReply: Sudden death of Nodar Kumaritashvili

Please note that I am no longer working on a full time basis in VANOC but am available to deal with matters as required. I check my VANOC emails regularly but not necessarily daily. If your matter is urgent please call me on my VANOC mobile phone at s.15, s.17 or my personal cell phone at s.22

Pawlowski, Tom X SG:EX

From: Craig Lehto [craig_lehto@vancouver2010.com]
Sent: Tuesday, June 22, 2010 4:09 PM
To: Pawlowski, Tom X SG:EX
Subject: Out of Office AutoReply: Inquiry/Nodar Kumaritashvili

Absence ALERT

This e-mail address will only be periodically monitored as of May 25th Thank you, Craig Lehto

Pawlowski, Tom X SG:EX

From: Craig Lehto [craig_lehto@vancouver2010.com]
Sent: Wednesday, June 23, 2010 9:51 AM
To: Pawlowski, Tom X SG:EX
Subject: Out of Office AutoReply: Inquiry/Nodar Kumaritashvili

Absence ALERT

This e-mail address will only be periodically monitored as of May 25th Thank you, Craig Lehto

Pawlowski, Tom X SG:EX

From: Ken Bagshaw [ken_bagshaw@vancouver2010.com]
Sent: Wednesday, June 23, 2010 8:23 PM
To: Pawlowski, Tom X SG:EX
Subject: Re: Sudden death of Nodar Kumaritashvili

Hello Tom, I thought we had provided the IBG contract among the documents which we compiled for you after our follow up meeting with Craig Lehto, Jan Jansen and David Penner but perhaps not. In any event I have sent a message to the key players who are still available to try to track down the contact(s). We are on it right away and should be able to respond quite soon (assuming I can reach the right people quickly).
Regards, Ken

From: Pawlowski, Tom X SG:EX
To: Ken Bagshaw
Sent: Tue Jun 22 15:51:00 2010
Subject: Sudden death of Nodar Kumaritashvili

Hello Ken,

I am writing to request copies of any contracts between VANOC and IBG (Udo Gurgel), for the design of the Whistler track. The intent here is that this current request is an extension of the original seize order for documents held by VANOC. Please let me know when this can be accommodated.

By way of a status update, I am in the final stages of my inquiry and will be presenting my findings to the Coroners Service Inquest Committee in the first week of July.

Thank you in advance.

Regards,

Tom Pawlowski, Coroner

Office of the Chief Coroner

800 - 4720 Kingsway

Burnaby, BC V5H 4N2

tel: 604-660-7707

fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: Craig Lehto [craig_lehto@vancouver2010.com]
Sent: Wednesday, June 23, 2010 9:10 AM
To: Pawlowski, Tom X SG:EX
Cc: Ken Bagshaw
Subject: RE: Inquiry/Nodar Kumaritashvili

either is fine Tom I can be available for you probably best on Friday morning I am not in an office currently so if in person you can name the place other wise phone is fine (up to you)

Craig Lehto

From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: June 22, 2010 4:07 PM
To: Craig Lehto
Cc: Ken Bagshaw
Subject: Inquiry/Nodar Kumaritashvili

Hello Craig,

I am trying to tie-up some loose ends in this inquiry and have a few follow-up questions that you may be able to answer for me. Would you be available for a telephone interview, or if you'd find that more comfortable, an in-person interview? Please let me know what would suit you best and when, either via email or by phone (604-660-7707). Thank you.

Tom Pawlowski, Coroner

Office of the Chief Coroner

800 - 4720 Kingsway

Burnaby, BC V5H 4N2

tel: 604-660-7707

fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: Bob Mackin [Bob.Mackin@sunmedia.ca]
Sent: Monday, June 28, 2010 7:16 PM
To: Pawlowski, Tom X SG:EX
Subject: media request

Hello,

I spoke with you in mid-May regarding the report on luger Nodar Kumaritashvili, who died Feb. 12, 2010 in Whistler. I am wondering if you can update me on when it will be published?

Sincerely,
Bob Mackin

Bob Mackin | 2010 Olympics reporter | Vancouver 24 hours
554 E. 15th Ave. Vancouver, B.C. Canada V5T 2R5
ph: +1-604-982-9130 | fx: +1-604-322-3026
vancouver.24hrs.ca | blogs.canoe.ca/vancouver2010
follow: twitter.com/bobmackin | twitter.com/24hoursvan

bob.mackin@sunmedia.ca

Pawlowski, Tom X SG:EX

From: Kris Britch [Kris_Britch@vancouver2010.com]
Sent: Monday, June 28, 2010 12:49 PM
To: Pawlowski, Tom X SG:EX
Cc: Ken Bagshaw; Marnie King; jjansen@whistler.ca; lehtohome@msn.com; Renee Smith-Valade
Subject: Further documentation re design
Attachments: Proposal and scope of work-2a.pdf; 1133 - Ingenieurburo Gurgel - Contract Final_IBG.pdf; Fully Executed Signature Page - Ingenieurburo Gurgel - Contract Final_IBG.pdf; Change Order No. 1 - Whistler Sliding Centre Track.pdf

Tom,

Further to your request to Ken below, VANOC Legal has followed up with our Venue Construction team and VANOC records and information management team in order to review VANOC's files for any further documents between VANOC and IBG in relation to the design of the Whistler track. Based on that further review, we have located & attach the following documents:

1. Proposal for Design Service from IBG for Whistler Sliding Centre, dated March 29, 2004.
2. Consulting and Professional Services Agreement made as of the 1st day of April 2004 between Ingenieurburo Gurgel and VANOC, including Schedule A (Services) and B (Fees and Disbursements), (the "Services Agreement").
3. Fully executed signature page from the Services Agreement.
4. Contemplated Change Notice – Change Order #1, issued August 9, 2006 and Consultant's letter dated June 9 2006 referenced therein (the "Change Order").

s.22 has noted as follows with regard to the Change Order:

the change order was issued to cover additional cost that IBG had incurred developing the track geometry and plans. There were numerous iterations of the track geometry and profiles and the scope of work exceeded what was included in the original contract. The change order was issued at the end of the design process to deal with cost incurred during the design development and documentation process

Should you have any questions, please do not hesitate to contact me.

Regards,
Kris

Kris Britch
Director & Legal Counsel, Legal Services
Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games
Tel/tél. : 604-403-1809

From: Pawlowski, Tom X SG:EX
To: Ken Bagshaw
Sent: Tue Jun 22 15:51:00 2010
Subject: Sudden death of Nodar Kumaritashvili

Hello Ken,

I am writing to request copies of any contracts between VANOC and IBG (Udo Gurgel), for the design of the Whistler track. The intent here is that this current request is an extension of the original seize order for documents held by VANOC. Please let me know when this can be accommodated.

By way of a status update, I am in the final stages of my inquiry and will be presenting my findings to the Coroners Service Inquest Committee in the first week of July.

Thank you in advance.

Regards,

Tom Pawlowski, Coroner

Office of the Chief Coroner

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Burnaby, BC V5H 4N2

tel: 604-660-7707

fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

**2010 Olympic and Paralympic Winter Games - Whistler Sliding Centre
PROPOSAL FOR DESIGN SERVICE**

Start of project
March 25, 2004

No.	PHASE		costs	time in weeks	date
1.0	PHASE 1	Run Dynamic calculations and finalization of centre line			
1.1	Final design of centre line	<ul style="list-style-type: none"> - detailed ground plan of centre line / polygon of centre line with different starts - longitudinal section, together with existing ground speed calculation and g - forces for the Bob, Men Luge, Lady and Double Luge, Junior Luge, tables and graphics - Documentation for review of FIL / FIBT in preparation of approval 		2	April 11, 2004
1.2	Approval FIL / FIBT	<ul style="list-style-type: none"> - meeting with FIL / FIBT and Vancouver 2010 and design team (meeting in Europe or Canada) - visit of the site : including - 4 day journey including flight and accommodation for two engineers 		0,8	until April 18, 2004
1.3	Documentation of final centre line	<ul style="list-style-type: none"> - Complete Documentation under consideration of last advises of FIL and FIBT ground plan of centre line / polygon of centre line with different starts - longitudinal section / tables with coordinates of track every 0,5 m - Description of track (Main data and comparisons) speed calculation and all g - forces for all Olympic disciplines : 4- Bob, 2- Bob, Women Bob, Skeleton, Luge - Men, Luge - Lady, Luge - Double, Junior Luge - design of sections for refrigeration purpose (definition of location of expansion joints) - design of distance for foundations - approx. 5 - 7 drawings - 150 pages / tables - location of start buildings (support by Jan Steler) - proposal for size and inside function of start buildings (support by Jan Steler) - schema of timing system / controlling system (support by Jan Steler) - approx. 6 drawings - 30 pages 	s.16, s.17	1,5	May 02, 2004
				2	May 02, 2004

**2010 Olympic and Paralympic Winter Games - Whistler Sliding Centre
PROPOSAL FOR DESIGN SERVICE**

Start of project
March 25, 2004

No.	PHASE		costs	time in weeks	date
1.4	Profiles track cross sections	<ul style="list-style-type: none"> - Calculation of driving line for each curve and disciplines under consideration of three different situations at the entrance of curve and for the precalculated speed and under consideration of the development of sport with a higher speed by 7 % more than precalculated - preparation of drawings for the track cross sections every 2 m - Documentation for review of FIL / FIBT in preparation of approval 		8	May 30, 2004
1.5	Approval FIL / FIBT	<ul style="list-style-type: none"> - meeting with FIL / FIBT and Vancouver 2010 and design team (meeting in Europe or Canada) - visit of the site : including - 4 day journey including flight and accommodation 	s.16, s.17	0,8	until June 6, 2004
1.6	Documentation of profiling	<ul style="list-style-type: none"> - documentation of results of calculation of driving lines - final drawings with track cross sections every 2 m - tables with geometric data of cross sections every 2,0 m - tables with geometric data of cross sections every 0,5 m - ground plan and longitudinal sections for every start - approx. 170 drawings - approx. 700 pages 		3	June 27, 2004
1.7	costs for communication and translation				
Costs of PHASE 1			302.300,00 CAD		

**2010 Olympic and Paralympic Winter Games - Whistler Sliding Centre
PROPOSAL FOR DESIGN SERVICE**

Start of project
March 25, 2004

No.	PHASE		costs	time in weeks	date
2.0	PHASE 2	Liaising and advising the track - venue design team			
2.1	Principle advises	- design of jigs for cooling pipes (every 2,0 m) (this design is for the purpose of check the jigs during the construction period)			
2.2	Contact to the design team	meeting with track venue design team - 3 day journey including flight and accommodation		0,6	
2.3	Review of related design of track	- check and review of the drawings related to the track - to sign off the related drawings		2	
2.4	Costs for communication and translation				
Costs of PHASE 2					
2.5	additional service	As an additional services can be offered the following points : - description to the principle of technology to build the track - principle of construction and calculation of track	s.16, s.17	3	
3.0	PHASE 3	Input during track construction			
3.1	Construction assistance	In experience of other tracks it will be necessary with a minimum of 5 visits on the site (2 days + 3 days travelling and preparation) for control of geometry and inspection of reinforcement and pipe work. Also as a additional visit for the final inspection by FIBT/FIL. 3 visits for two engineers 2 visits for one engineer			
3.2	Costs for communication				

2010 Olympic and Paralympic Winter Games - Whistler Sliding Centre
PROPOSAL FOR DESIGN SERVICE

Start of project
March 25, 2004

Pos.	Phase	Costs	Personnel	Date
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4.0 Travel, expenses, product liability

All direct costs for air fare, hotel accommodation, expenses for transportation by train or taxi for the purpose of services and product liability have to be added.

Daily rate for consultants service per engineer, if requested by the contractor to IBG (meetings with FIBT/ FIL , inspection of the site)

Three days for travelling and preparation will be allowed for each trip to Canada : per day

To the net duration of stay in Canada for the consultants service : s.16, s.17
per day

Daily overseas allowance : per day

All documents and drawings for the various phases of work will be delivered :

- a) digital form pdf and Autocad files
 - b) hard copies for Phase 1 each Federation will be
- For all documents and drawings Vancouver 2010 will received :
- for preliminary work : 3 hard copies
 - for final work : 5 hard copies

For better understanding we give you the based rate of exchange that we have used.
1.00 € = 1.63143 CAD

5.0 Taxe

In Germany is it usually for design service outside of Germany to receive a net payment.

6.0 Terms of payment

Our wish will be to receive the fee for each design step.

payment 20 days after delivery and receipt of the bill

1. payment Phase 1 to point 1.1 and 1.2

2. payment to point 1.3

3. payment to point 1.4 and 1.5

4. payment to point 1.6 and 1.7

s.16, s.17

5. payment Phase 2 to point 2.1 - 2.4

The payment of the costs for communication in Phase 3 is supposed in connection with the visits on the site.

The payment of the costs for travelling expenses is supposed to occur 20 days according to receipt of the bill.

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CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT Number C-1133 made as of the 1st day of April, 2004

BETWEEN:

Ingenieurburo Gurgel, a consulting engineering firm, having an
office at Calvisiusstrasse 38, D-04177 Leipzig, Germany
(the "Consultant")

AND:

VANCOUVER ORGANIZING COMMITTEE FOR THE 2010
OLYMPIC AND PARALYMPIC WINTER GAMES – COMITÉ
D'ORGANISATION DES JEUX OLYMPIQUES ET
PARALYMPIQUES D'HIVER DE 2010 À VANCOUVER, having an
office at 400 – 1095 West Pender Street, Vancouver, British
Columbia, Canada
(“VANOC”)

WITNESSES that VANOC agrees to retain the Consultant to furnish certain consulting services, and the Consultant agrees to furnish such consulting services, pursuant to the terms and conditions set forth herein:

1. DEFINITIONS

In this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words importing the male gender include the female gender and either gender includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.

- 1.1 "Agreement" means this agreement.
- 1.2 "Claims" has the meaning set out in Clause 12.7 of this Agreement.
- 1.3 "Confidential Information" has the meaning set out in Clause 13.1 of this Agreement.
- 1.4 "Consultant" means the party defined as the Consultant in the description of the parties on the first page of this Agreement.
- 1.5 "Contract Administrator" is the person designated by each of the parties to administer this Agreement on their behalf and is named in Clause 20 of this Agreement, and is subject to change in accordance with Clause 20.3 of this Agreement.
- 1.6 "Event of Default" has the meaning set out in Clause 17.2 of this Agreement.
- 1.7 "GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended, and any successor legislation thereto.

- 1.8 "Moral Rights" has the meaning set out in Clause 11.3 of this Agreement.
- 1.9 "Project" has the meaning set out in Clause 2.1 of this Agreement.
- 1.10 "Services" has the meaning set out in Clause 2.1 of this Agreement.
- 1.11 "Site" means the lands and premises described as the Whistler Sliding Centre, and vicinity.
- 1.12 "Standard of Work" means the highest of:
- (a) the standard imposed or implied by law;
 - (b) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline;
 - (c) the standard ordinarily achieved by consultants experienced in providing services similar to the Services;
 - (d) the standard set forth or implied in the Consultant's proposal; and
 - (e) the standard otherwise prescribed or contemplated in this Agreement.
- 1.13 "Subcontractors" means the independent consultants, agents, associates, subcontractors and other third parties retained by the Consultant to assist in the performance of the Services.
- 1.14 "Unrelated Party" has the meaning set out in Clause 12.9 of this Agreement.
- 1.15 "VANOC" means Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games – Comité d'Organisation des Jeux Olympiques et Paralympiques d'Hiver de 2010 à Vancouver.
- 1.16 "Work Product" means all drawings, plans, models, designs, reports, specifications, calculations and other documents, whether in hardcopy or electronic media format, all concepts, products, prototypes and processes, and all literary and artistic works, prepared, produced or developed by or at the direction of the Consultant or any Subcontractor directly or indirectly in connection with the Project or the performance of the Services, and all intellectual property rights with respect thereto.

2. SERVICES

- 2.1 The services to be provided by the Consultant are those consulting services (the "Services") relating to the development of run dynamics and finalization of track centre line (the "Project"), as are more fully described in Schedule "A", as may be amended as permitted herein. Services not specifically described in this Agreement but reasonably inferable therefrom, or reasonably necessary for the safe and efficient completion of the Services, shall be deemed included in the Services.

- 2.2 The Consultant shall, between April 1, 2004 and December 1, 2007, subject to extension or earlier termination in accordance with the provisions of this Agreement, perform and complete the Services.
- 2.3 The Consultant shall exercise such degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work. The Consultant represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Consultant for the work set out in this Agreement. The Consultant shall act with utmost good faith towards VANOC and shall observe and perform the obligations of a fiduciary in connection with its performance of the Services hereunder.
- 2.4 The Consultant shall provide all labour, facilities, equipment, tools, supplies and materials necessary or appropriate in connection with the proper and complete execution of the Services.
- 2.5 The Consultant shall ensure that all Subcontractors exercise the degree of care, skill, diligence and efficiency in the performance of the Services as is required by the Standard of Work and shall select Subcontractors having the appropriate skills, qualifications, certifications and experience necessary to provide that portion of the Services to be provided by such Subcontractors to the Standard of Work.
- 2.6 Without limiting any other remedy which VANOC may have, the Consultant at its sole cost upon written request of VANOC shall rectify any of the Services which have not been performed in accordance with the care, skill, diligence and efficiency set out in Clause 2.3 or which have not otherwise been performed in accordance with the terms of this Agreement, and shall do all such things that may be reasonably required by VANOC to satisfy VANOC that the Services have been duly performed or rectified in accordance with the terms of this Agreement.
- 2.7 The Consultant shall not, without the prior written consent of VANOC, contract with or provide services or products on or in connection with the Site for any person or entity other than VANOC. VANOC may, as a condition of giving consent, stipulate conditions that will apply to the provision of such services or products.
- 2.8 The Consultant shall cooperate, and coordinate the performance of the Services, with VANOC's personnel and VANOC's contractors, subcontractors, suppliers and other consultants, with a view to optimizing efficiency, achieving cost reductions, ensuring safety, and minimizing inconvenience to the general public.
- 2.9 VANOC may at any time, upon written notice to the Consultant, increase, reduce or otherwise modify the scope of the Services and make appropriate adjustments to the compensation payable to the Consultant hereunder to reflect any such increase, reduction or other modification, and the Consultant shall comply with any such increase, reduction or modification and accept such adjustment.
- 2.10 VANOC may from time to time request reasonable changes to key personnel of the Consultant involved in the provision of the Services, and the Consultant shall comply

with any such request. The Consultant shall not change any of its key personnel involved in the provision of the Services without the prior written approval of VANOC.

3. COMPENSATION

- 3.1 Subject to the terms and conditions of this Agreement, and in consideration for the satisfactory performance of the Services, VANOC shall pay to the Consultant a fee, and reimburse the Consultant for disbursements, on the basis set out in Schedule "B".
- 3.2 The Consultant shall be paid on the basis and at the times set out in the payment schedule set forth in Schedule "B" and in accordance with Clause 10 of this Agreement.

4. SUBCONTRACTORS

- 4.1 The Consultant may retain Subcontractors to assist in the performance of the Services, provided that the Consultant shall not subcontract the whole of the Services to a Subcontractor, the terms of this Agreement shall apply to the Subcontractors, and the Consultant shall be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Subcontractors.
- 4.2 The Consultant represents to VANOC that it and all Subcontractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the Services to the Standard of Work.
- 4.3 The Consultant shall only retain Subcontractors approved by VANOC in writing and shall not change any Subcontractor without the prior written approval of VANOC.
- 4.4 VANOC shall have the right to require that the Consultant retain specified Subcontractors with respect to the performance of specified portions of the Services.
- 4.5 VANOC may from time to time request reasonable changes to Subcontractors, and the Consultant shall comply with any such request.

5. COMPLIANCE WITH LAWS AND TAXES

- 5.1 In carrying out its obligations hereunder, the Consultant shall comply with, and shall cause all Subcontractors to comply with, all laws, regulations and statutory requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Project and the Services.
- 5.2 Without limiting the generality of Clause 5.1, the Consultant shall comply with, and shall cause all Subcontractors to comply with, all applicable taxation, health and safety, immigration, customs and duties, workers' compensation, human rights, and labour and employment laws, rules, notices, directives, standards, orders and regulations. The Consultant shall upon request by VANOC provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Subcontractors. The Consultant accepts full and exclusive responsibility and liability, and shall cause all Subcontractors to accept full and exclusive responsibility and liability, for

payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Consultant and the Subcontractors are subject.

- 5.3 The Consultant shall obtain all requisite permits and licenses for supplying and providing the Services, provided that the Consultant must obtain the prior written approval of VANOC before any application for a license or permit is made.
- 5.4 The Consultant acknowledges that Regulation 105(1) of the *Income Tax Act* (Canada) requires that payments to non-residents for any services performed in Canada are subject to a non-resident withholding tax of 15% (fifteen percent) and, accordingly, VANOC shall withhold such tax from payments to the Consultant hereunder. Exemption from this withholding tax may be available in some circumstances, and the Consultant is solely responsible for obtaining any such exemption.

6. LIENS

- 6.1 The Consultant shall make payment and take all other steps which may be necessary to ensure that the Site and every part thereof shall remain free of any liens relative to the Services, and that the compensation payable to the Consultant by VANOC is not subject to attachment for debt, garnishing process or otherwise. In the event that any claim or lien is filed relative to the Services at any court or land title office, the Consultant shall immediately cause such lien to be discharged. If the Consultant fails to do so, VANOC may take such actions as may be required to do so, and may charge to the Consultant all amounts so paid and all costs in connection therewith.

7. POLICIES, RULES AND REGULATIONS

- 7.1 VANOC may prescribe rules, regulations, policies and procedures from time to time for:
- (a) matters pertaining to safety and security, including data and network security and issuance of passes, vehicle operating permits, keys, badges, and like devices;
 - (b) environmental matters;
 - (c) archaeological matters;
 - (d) accessibility matters;
 - (e) sustainability matters;
 - (f) First Nations matters;
 - (g) International Olympic Committee matters;
 - (h) sponsorship matters;
 - (i) tendering and procurement matters;

- (j) the use of wood or other materials, goods or services;
 - (k) public information and communications; and
 - (l) such other matters as VANOC may from time to time deem necessary or desirable in its reasonable determination.
- 7.2 VANOC may at any time upon notice to the Consultant amend the rules, regulations, policies and procedures relating to the Services, and may at any time prescribe specific stipulations regarding the Services applicable to the Consultant and its Subcontractors.
- 7.3 The Consultant shall comply, and be responsible to ensure that all Subcontractors comply, with all rules, regulations, policies and procedures prescribed by VANOC and in effect from time to time.
8. VANOC ASSISTANCE
- 8.1 VANOC shall provide timely support, guidance, direction, instruction, acceptances, decisions and information as it deems necessary or appropriate from time to time.
9. CONSULTANT STATUS
- 9.1 The Consultant is engaged as an independent consultant for the sole purpose of providing the Services. Neither the Consultant nor any of the Consultant's personnel is engaged as a director, officer, employee, servant or agent of VANOC, and neither the Consultant nor any of the Consultant's personnel shall enter into or purport to enter into any contract or subcontract on behalf of VANOC. All Subcontractors shall be consultants, agents, associates or subcontractors, as the case may be, of the Consultant and shall not be consultants, agents, associates or subcontractors of VANOC.
- 9.2 It is understood and agreed that the Consultant will act as an independent consultant to VANOC and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Consultant is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.
10. PAYMENT
- 10.1 The Consultant shall submit invoices to VANOC on the basis and at the times set out in the payment schedule set forth in Schedule "B".
- 10.2 Each invoice shall be clearly itemized to show the work performed, the charges, the reimbursable expenses, the taxes (and the Consultant's GST registration number), and the costs incurred to employ any Subcontractors. The Consultant shall also provide to VANOC all receipts, bills, invoices or other evidence in support of each invoice.

- 10.3 Except for any amounts which VANOC is in good faith disputing, any set off which VANOC may claim, any amounts in respect of which VANOC has requested and not received supporting evidence under Clause 10.2, and any holdback required to be made under applicable law, and subject to Clause 11.3, VANOC shall pay invoices submitted to it for the Services within 30 days of receipt thereof.
- 10.4 The Consultant shall keep, and shall cause any Subcontractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. VANOC or any of its duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the termination of this Agreement for any reason.
- 10.5 VANOC may, if applicable, withhold any holdback required by the *Builders Lien Act* (British Columbia).

11. OWNERSHIP OF WORK PRODUCT

- 11.1 The title, property rights and ownership in and to all present and future Work Product shall immediately upon creation vest in VANOC without any payment by VANOC therefor. VANOC shall at all times have the right to control, review and otherwise deal with all Work Product, and to deliver it to third parties, without restriction. Where appropriate as determined by VANOC in its discretion, Work Product shall contain the form of notice prescribed by the Universal Copyright Convention indicating VANOC as the owner.
- 11.2 The Consultant shall, upon request by VANOC, do all such things and execute and deliver to VANOC all such documents and instruments as VANOC shall reasonably require in order to vest title, property rights and ownership in VANOC as provided in Clause 11.1 and shall execute and deliver all such assignments, documents and instruments as may, in VANOC's opinion, be necessary or desirable for the application or the issuance of any patent or the registration of any copyright or trademark, and the Consultant shall cause all Subcontractors to do the same.
- 11.3 The Consultant hereby waives all moral rights in the Work Product, including without limitation the right to the integrity of the Work Product, the right to be associated with the Work Product, the right to modify the Work Product in any way, the right to prevent the use of the Work Product in association with any product, service, project or institution and the right to restrain the publication of the Work Product throughout the world (collectively, the "Moral Rights"). The Consultant hereby grants to VANOC, its affiliates and assigns, the right to edit, adapt and in any other way modify and translate the Work Product, including without limitation the right to produce or reproduce all or part of the Work Product or any derivative work based thereon, and the right to use the Work Product for the Project or any other project. The Consultant further agrees that it will cause all of its employees, together with all Subcontractors and their employees, who assisted in the creation of the Work Product to similarly waive in writing all Moral Rights and grant to VANOC the rights with respect to the Work Product set out above, in such form as VANOC may reasonably require, and the Consultant acknowledges and agrees

that VANOC shall not be obligated to make payment of invoices delivered by the Consultant to VANOC hereunder until the Consultant has done so.

- 11.4 The Consultant shall obtain releases, licenses, permissions and other authorizations in connection with any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights held by third parties, as may be required to effect the assignment to and vesting of the Work Product in VANOC.
- 11.5 The Consultant shall deliver to VANOC upon request copies of all Work Product and all files and correspondence pertaining to performance of this Agreement including Work Product and files and correspondence of Subcontractors.
- 11.6 Risk of loss, theft or damage to the Work Product shall rest with the Consultant until delivered to VANOC.
- 11.7 Upon the purchase of any special computer hardware or software required in connection with the Services that has been or will be charged to VANOC, VANOC shall own such hardware or software.

12. INSURANCE AND INDEMNITY

- 12.1 The Consultant shall provide, maintain and pay for, and cause all Subcontractors to provide, maintain and pay for, the following insurance:
 - (a) "all risks" equipment insurance covering owned and non-owned machinery and equipment used in the performance of the Services;
 - (c) automobile liability insurance with respect to owned and leased automobiles used directly or indirectly in the performance of the Services, covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss;
 - (d) comprehensive general liability insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, indicating that VANOC is an additional named insured, containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured, and containing non-owned automobile liability and contractual liability coverage, all in a form and with a company which are, in all respects, acceptable to VANOC;
 - (e) workers' compensation coverage for their employees;
 - (f) such other insurance as would be obtained by a prudent consultant or subconsultant/subcontractor, as applicable; and
 - (g) such other insurance as VANOC may reasonably require from time to time.
- 12.2 VANOC and the Consultant shall cooperate to procure, at VANOC's cost and direction, professional liability insurance dedicated to the Services performed by the Consultant and all Subcontractors. Such insurance shall have coverage, limits and other policy

terms and conditions as are acceptable to VANOC and its insurance advisors in their sole discretion. VANOC shall be entitled to include as insured's other consultants it may retain for professional services on the Project or other projects. The Consultant shall, at VANOC's request, provide such information and complete such forms and applications as VANOC may require in connection with such insurance.

- 12.3 All insurance specified herein shall be in such forms and on such terms and conditions, and with such insurers, as may be acceptable to VANOC and its insurance advisors, acting reasonably.
- 12.4 The Consultant agrees that the limits of liability specified herein for insurance shall not limit the Consultant's liability or obligations to VANOC.
- 12.5 The Consultant shall, before commencing the Services and upon request of VANOC from time to time, provide to VANOC evidence of the insurance required to be maintained by the Consultant and the Subcontractors in the form of certificates of insurance issued by the insurer or its agent, which shall include an undertaking that such insurance shall not be cancelled or modified without at least 30 days' written notice to VANOC.
- 12.6 The Consultant hereby assumes the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with this Agreement or the Services, except to the extent such damage or injury is caused by the wilful or negligent acts or omissions of:
 - (a) VANOC, its directors, officers, agents or employees; or
 - (b) any third party performing work at the Site on behalf of VANOC for whom the Consultant is not responsible at law or pursuant to the provisions of this Agreement.
- 12.7 The Consultant shall defend, indemnify and hold harmless VANOC and all directors, officers, agents and employees of VANOC from and against any claim, suit, action, demand, loss, damage, expense (including legal fees and disbursements on a solicitor and own client basis), lien, award or liability, whether direct or indirect, of any nature or kind whatsoever, either before or after the expiration or termination of this Agreement (collectively, "Claims"):
 - (a) arising from or relating to the provision of the Services under this Agreement (including by the Subcontractors) and all related matters, including without limitation, injury or death to anyone (including Subcontractors), loss or damage to property of any person, any claim or matter in dispute between the Consultant and any Subcontractor, and any failure or deficiency by the Consultant or any Subcontractor in providing the Services; and
 - (b) in connection with any claim on account of infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Services or the Work Product;

except to the extent such Claims are caused by the wilful or negligent acts or omissions of VANOC, its directors, officers, agents or employees, or any third party performing work at the Site on behalf of VANOC for whom the Consultant is not responsible at law or pursuant to the provisions of this Agreement.

12.8 The parties agree and acknowledge that:

- (a) the indemnity provisions outlined herein shall not be limited or restricted in any way by limitations on the amount or type of damages, compensation or benefits payable under any workers' compensation, disability benefits, or other employee benefit legislation; and
- (b) insurance proceeds will be available to the Consultant, to the extent provided for in Clause 12.1 hereof.

12.9 The Consultant acknowledges that none of Canada, the City of Vancouver, the Resort Municipality of Whistler, the Province of British Columbia, the Canadian Paralympic Committee, the Canadian Olympic Committee or the International Olympic Committee, nor any director, officer, employee, agent or volunteer of the foregoing entities (each, an "Unrelated Party"), shall incur any financial responsibility or liability in connection with this Agreement or any subsequent agreement entered into between the Consultant and VANOC relating to the subject matter hereof except if, and then only to the extent that, they are made a party hereto or thereto. Without limiting the foregoing, for purposes of any obligation owing to the Consultant in connection with this Agreement, VANOC shall not be deemed to be a partner, joint venturer or agent of any Unrelated Party. The Consultant covenants and agrees that, as its sole and exclusive remedy for any claims, demands, actions, suits or other proceedings under this Agreement, it shall have recourse only to the assets of VANOC and not to the assets of any Unrelated Party. The Consultant, for itself and its heirs, legatees, administrators, executors, successors, agents and permitted assigns, hereby agrees and covenants to refrain from bringing or causing to be brought, any claims, demands, actions, suits or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board or other body, against any Unrelated Party, individually or in any combination thereof, and hereby irrevocably releases and waives any and all rights, demands, damages, claims, actions, causes of action, duties or breaches of duty, known or unknown, existing, pending, accrued or unaccrued, which the Consultant has, claims to have, or may have against any Unrelated Party except if, and then only to the extent that, any such rights, demands, damages, claims, actions, causes of action, duties or breaches of duty arise from any Unrelated Party being made a party hereto or to any subsequent agreement entered into by the parties relating to the subject matter hereof.

12.10 Notwithstanding any other provision hereof, the liability of the Consultant to VANOC pursuant to this Agreement shall be limited to the greatest of the limits of liability specified herein for insurance, the amount of insurance proceeds available to the Consultant, and s.21

12.11 The provisions of this Clause 12 shall survive notwithstanding the completion of the Services and the obligations and duties under this Agreement or the termination of this Agreement for any reason whatsoever.

13. CONFIDENTIALITY

- 13.1 "Confidential Information" means all information and data disclosed orally, in writing or electronically, by one party to the other party on a confidential basis including, without limitation, all such information and data relating to the structure, personnel and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality.
- 13.2 It is contemplated that in the course of the performance of this Agreement each party may, from time to time, disclose its Confidential Information to the other party. During the term of this Agreement and until December 31, 2010, subject to Clause 13.3, each party agrees:
- (a) to keep and use in strict confidence all Confidential Information of the other party that it acquires, sees or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the other party, disclose any such Confidential Information; and
 - (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other party or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the other party's prior written approval.
- 13.3 The Consultant acknowledges that information provided to VANOC may be provided to, or be available to, organizations and personnel that are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the *Access to Information Act* (Canada). If the Consultant considers that any of its information is confidential, then the Consultant shall identify that confidential information and advise VANOC in writing.
- 13.4 Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other party and upon written request will return all Confidential Information. This obligation shall not apply to any Confidential Information of the Consultant required by VANOC to make use of any Work Product under this Agreement.
- 13.5 Without limiting the generality of the foregoing, and subject to Clause 13.6, the Consultant shall not disclose any information, plans or designs to which the Consultant may have access by virtue of its connection with the Project or any Work Product in connection with the Project to any person not expressly authorized by VANOC to review such information, plans, designs or Work Product. The Consultant shall also ensure that all Subcontractors comply with the foregoing confidentiality requirements. VANOC may make the following restrictions to safeguard the confidentiality of all such information, plans, designs and Work Product:
- (a) restrictions upon persons to be permitted access to information, plans, designs or Work Product;

- (b) restrictions upon time and place of access and method of reproduction;
 - (c) restrictions upon uses to which such information, plans, designs or Work Product may be put by the Consultant; and
 - (d) restrictions necessary, in the reasonable opinion of VANOC, to protect and safeguard confidentiality, both before and after the termination of this Agreement.
 - (e) VANOC may require, and in such event the Consultant shall cause, any Subcontractor to execute an agreement with VANOC regarding the confidentiality of all information, plans, designs and Work Product.
- 13.6 At any time before the termination of this Agreement, the Consultant may disclose information, plans, designs or Work Product respecting the Project to certain persons without the express authorization of VANOC provided that such disclosure is:
- (a) strictly limited to information, plans, designs or Work Product which the Consultant, exercising its best professional judgment, acting reasonably, deems to be essential to the performance of the Services and for the benefit of VANOC; and
 - (b) made only to governmental or regulatory agencies or other third parties acting in an official or professional capacity relating to the Project.
- 13.7 The Consultant acknowledges that in the event of a breach by the Consultant of its obligations of confidentiality, damages alone would not be an adequate remedy. The Consultant agrees that VANOC, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
14. ADVERTISING AND PROMOTION
- 14.1 The Consultant shall not display any signs or advertising on the Site or in connection with the Project or the Services without the prior written approval of VANOC, which approval may be arbitrarily withheld.
- 14.2 The Consultant shall not disclose its relationship with VANOC for promotional purposes, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever, without the express prior written consent of VANOC, which consent may be arbitrarily withheld. The Consultant shall not use "VANOC", the official emblem, logo or mascot of the 2010 Olympic and Paralympic Winter Games or any other VANOC identification, as a reference or means of promotion or publicity, without the express prior written consent of VANOC, which consent may be arbitrarily withheld. Furthermore, the Consultant shall not disclose or promote its relationship with VANOC in any communication or manner whatsoever as a basis to create an association, express or implied, between the Consultant and the International Olympic Committee, the Olympic Games or the Olympic Movement.

15. BENEFIT

- 13.1 Neither the Consultant, nor any of its agents or employees (including any Subcontractors) shall give or offer to give to VANOC or any director, officer, employee or agent of VANOC any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forbome to do, any act in connection with this Agreement or the Services. Contravention of this provision shall be deemed an Event of Default (as defined in Clause 17.2) and will permit VANOC to terminate this Agreement pursuant to Clause 17.2(b).

16. CONFLICT OF INTEREST

- 16.1 The Consultant declares that to the best of its knowledge the Consultant and its Subcontractors, and their respective directors, officers, employees and agents, have no pecuniary interest or any other current or past interest or dealings, including with any directors, officers or employees of VANOC, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Consultant shall declare it immediately in writing to VANOC. VANOC may direct the Consultant to resolve any conflict or potential conflict to VANOC's satisfaction. The Consultant warrants that neither the Consultant nor any of its Subcontractors, or any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or qualify the provision of the Services or work on the Project.
- 16.2 VANOC's conflict of interest guidelines and ethics policy, which are available to the Consultant on request, are expressly incorporated into and form part of this Agreement. The Consultant shall comply with, and shall cause all Subcontractors to comply with, the such guidelines and policy, as may be amended from time to time.

17. TERMINATION

- 17.1 VANOC may terminate this Agreement before completion of the Services, anything to the contrary herein notwithstanding, as follows:
- (a) upon 14 days' notice to the Consultant, provided that in such event VANOC shall pay to the Consultant the amounts specified in Clause 17.3; or
 - (b) at the option of VANOC, at any time after the happening of an Event of Default.
- 17.2 For the purposes hereof, an "Event of Default" shall be deemed to occur if:
- (a) the Consultant is in breach of any covenant, obligation or representation hereunder and such breach is, in VANOC's opinion, material;
 - (b) the Consultant or any of its agents or employees, including any Subcontractor, contravenes the provisions of Clause 15.1;

- (c) VANOC, acting reasonably, considers that it is likely that the Consultant will not complete the Services, or any part of the Services, in accordance with the scheduled completion dates or performance schedule set out in this Agreement and such failure to meet the scheduled completion dates or performance schedule is, in the opinion of VANOC, not due to events or circumstances beyond the Consultant's control or which were reasonably unforeseeable at the time this Agreement was entered into;
 - (d) VANOC, acting reasonably, considers that the Consultant, or any agent or employee of the Consultant, including any Subcontractor, has acted or is acting in a manner detrimental to VANOC or the Project;
 - (e) there occurs or, in the reasonable opinion of VANOC there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees of the Consultant or any Subcontractor;
 - (f) the Consultant is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; or
 - (g) any Subcontractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and VANOC is concerned with regard to potential adverse impact on the Project.
- 17.3 Where this Agreement is terminated under Clause 17.1(a), VANOC shall pay to the Consultant such part of the compensation as can reasonably be considered to have been earned by the Consultant to the date of termination. Upon the termination of this Agreement and payment as required hereunder, VANOC shall have no further obligation or liability to the Consultant in connection with this Agreement or the termination of this Agreement and may as a condition of final payment under this Agreement require the Consultant to execute and deliver a release and discharge in favour of VANOC.
- 17.4 In the case of an Event of Default or if the Consultant fails to supply and provide the Services or any part thereof in accordance with this Agreement, VANOC may remedy any deficiency and may engage others to do so, and may charge against the Consultant all extra costs and expenses in doing so. VANOC will be under no obligation to remedy any failure or deficiency on the part of the Consultant and will not incur any liability to the Consultant for any action or omission in the course of its remedying or attempting to remedy any such failure or deficiency.
- 17.5 Termination of this Agreement for any reason shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein including, without limitation, the obligations provided for in Clauses 12, 13, 14 and 17.
- 17.6 VANOC may, at any time and from time to time by delivery of notice in writing to the Consultant, suspend the performance of the Services for the period of time specified in such notice. In that event VANOC shall pay to the Consultant such part of the compensation as can reasonably be considered to have been earned by the Consultant to

the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Consultant shall have no claim against VANOC for any costs, expenses, damages or other liabilities suffered or incurred by the Consultant as a result of any suspension hereunder unless otherwise agreed by VANOC in writing.

- 17.7 Upon termination of this Agreement for any reason, the Consultant shall deliver to VANOC all Work Product.

18. ASSIGNMENT

- 18.1 The Consultant shall not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express prior written consent of VANOC, which consent may be unreasonably or arbitrarily withheld.
- 18.2 If the Consultant is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Clause 18.1.
- 18.3 No assignment shall relieve the Consultant from any obligation under this Agreement or impose any liability upon VANOC.
- 18.4 VANOC may at any time and from time to time assign this Agreement, in whole or in part, without the consent of the Consultant.

19. THIRD PARTY RIGHTS

- 19.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than VANOC and the Consultant.

20. CONTRACT ADMINISTRATOR

- 20.1 For the purposes of this Agreement, VANOC designates as its Contract Administrator:

Mr. Jim Bornholdt, Procurement Manager
400 – 1095 West Pender Street
Vancouver, B.C.
Canada V6E 2M6
Tel: 778-328-4076
Fax: 778-328-2011

- 20.2 For the purposes of this Agreement, the Consultant designates as its Contract Administrator:

Mr. Udo Gurgel
Calvisiusstr. 38
D-04177

Leipzig, Germany
Tel: 49.0341.446130
Fax: 49.0341.4461314

- 20.3 Either party may change its Contract Administrator and/or its Contract Administrator's address, telephone and/or fax number by written notice to the other party given in accordance with Clause 23.1 of this Agreement.

21. TIME OF THE ESSENCE

- 21.1 Time shall be of the essence of this Agreement.

22. NO WAIVER

- 22.1 No action or failure to act by VANOC shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by VANOC.

23. NOTICES

- 23.1 Where any notice, request, direction or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, or transmitted by facsimile addressed to the party for whom it is intended at the address specified in Clause 20 and, in the case of any such notice, request, direction or other communication being given to VANOC which is of a material or legal nature, also to VANOC's legal department at 400 – 1095 West Pender Street, Vancouver, British Columbia, Canada V6E 2M6 (fax: 778-328-2011). Any notice, request, direction or other communication shall be deemed to have been given, if delivered, when delivered, if sent by registered mail, when the postal receipt is acknowledged by the other party, and if transmitted by facsimile, when transmission is completed. The address and/or fax number of either party (or VANOC's legal department) may be changed by notice in the manner set out in this provision.

24. DELAY IN PERFORMANCE

- 24.1 Neither VANOC nor the Consultant shall be deemed to be in default for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For the purposes hereof, such circumstances include, but are not limited to, abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either VANOC or the Consultant under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

25. SEVERABILITY

- 25.1 The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

26. GOVERNING LAW

- 26.1 This Agreement shall be construed under and according to the laws of the Province of British Columbia and the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

27. REMEDIES CUMULATIVE

- 27.1 The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

28. FURTHER ASSURANCES

- 28.1 Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

29. LANGUAGE OF CONTRACT

- 29.1 The parties hereto have consented that this Agreement be written only in the English language. Die Parteien hereto haben zugestimmt, daß dieses Abkommen nur in der englischen Sprache geschrieben werde.

30. ENTIRE AGREEMENT

- 30.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

31. AMENDMENT

- 31.1 This Agreement shall not be amended except as specifically agreed in writing by both VANOC and the Consultant.

32. JOINT VENTURES

- 32.1 If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Consultant shall be joint and several.

33. ENUREMENT

- 33.1 This Agreement shall enure to the benefit of and be binding upon VANOC and the Consultant and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

34. HEADINGS

- 34.1 The headings appearing in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any provision.

35. REPRESENTATION

- 35.1 By executing this Agreement, the Consultant represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Services, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Services, and been given the opportunity to receive independent legal advice. The Consultant further acknowledges that this Agreement is sufficient for the proper and complete execution of the Services.

36. EXECUTION

- 36.1 This Agreement may be executed by the parties in one or more counterparts, and may be delivered by facsimile transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized officers.

SIGNED, SEALED AND DELIVERED on
behalf of the Consultant:



Authorized Signatory

Title

Authorized Signatory

Title

SIGNED, SEALED AND DELIVERED on
behalf of VANOC:

Authorized Signatory

Title

Authorized Signatory

Title

The contract is signed under following conditions:

1. Letter from IBG to VANCOUVER2010 / April 12, 2004 regarding the risk if Exchange rate fluctuation between CAD and EUR and German VAT
2. The Fee in SCHEDULE "B" based on our offer means a net payment. (Point 5. Tax of our offer)
3. Point 11.7: The special software for design of profiling for the Bobsleigh and Luge Track remains property by IBG.



SCHEDULE "A"

SERVICES

The services to be provided by the Consultant are those consulting services (the "Services") relating to the development of run dynamics and finalization of track centre line (the "Project"), as are more fully described herein below:

Item No.	Phase	Description	Start/Completion Date
1.0	PHASE 1	Run Dynamic calculations and finalisation of centre line	
1.1	Final design of centre line	<ul style="list-style-type: none"> - Detailed ground plan of centre line / polygon of centre line with different starts - Longitudinal section, together with existing ground speed calculation and g – forces for the Bob, Mens Luge, Lady and Double Luge, Junior Luge, tables and graphics - Documentation for review of FIL / FIBT in preparation of approval 	May 3 – 25, 2004
1.2	Approval FIL / FIBT	<ul style="list-style-type: none"> - Meeting with FIL / FIBT and VANOC and design team (meeting in Europe or Canada). Visit of the site: including - 4 day journey including flight and accommodation for two engineers 	April 28, 2004
1.3	Documentation of final centre line	<ul style="list-style-type: none"> - Complete documentation under consideration of last advises of FIL and FIBT ground plan of centre line / polygon of centre line with different starts - Longitudinal section / tables with coordinates of track every 0.5m - Description of track (main data and comparisons) speed calculations and all g-forces for all Olympic disciplines: 4-Bob, 2-Bob, Women's Bob, Skeleton, Luge – Men, Luge – Women, Luge – Double, Junior Luge - Design of sections for refrigeration purpose (definition of location of expansion joints) - Design of distance for foundations <ul style="list-style-type: none"> - Approx. 5 – 7 drawings - 150 pages/tables 	May 26 – June 30, 2004
1.4	Profiles track cross sections	<ul style="list-style-type: none"> - Calculation of driving line for each curve and disciplines under consideration of three different situations at the entrance of curve and for the precalculated speed and under consideration of the development of sport with a higher speed by 7% more than precalculated 	

Item No.	Phase	Description	Start/Completion Date
1.5	Approval FIL / FIBT	<ul style="list-style-type: none"> - Preparation of drawings for the track cross sections every 2 m - Documentation for review of FIL/FIBT in preparation for approval 	July 1 – Aug. 26, 2004
		<ul style="list-style-type: none"> - Meeting with FIL / FIBT and VANOC and design team (meeting in Europe or Canada) - Visit of the site: including - 4 day journey including flight and accommodation for two engineers 	Aug. 30 – Sep. 3, 2004
1.6	Documentation of profiling	<ul style="list-style-type: none"> - Documentation of results of calculation of driving lines - Final drawings with track cross sections every 2 m - Tables with geometric data of cross sections every 2.0 m - Tables with geometric data of cross sections every 0.5 m - Ground plan and longitudinal sections for every start <ul style="list-style-type: none"> - Approx. 170 drawings - Approx. 700 pages 	Sept. 6 – 27, 2004
1.7		Communication and translation	May – Sept 2004
Item No.	Phase	Description	Start/Completion Date
2.0	Phase 2	Liaising and advising the track – venue design team	October 2004
2.1	Principle advice	<ul style="list-style-type: none"> - Design of jigs for cooling pipes (every 2.0 m) (this design is for the purpose of checking the jigs during the construction period) 	
2.2	Contact to the design team	<ul style="list-style-type: none"> - Meeting with track venue design team - 3 day journey including flight and accommodation 	Oct. – Nov., 2004
2.3	Review of related design of track	<ul style="list-style-type: none"> - Check and review of the drawings related to the track - To sign off the related drawings 	Nov. 2004 – Feb. 2005
2.4		Communication and translation	Nov. 2004 – Feb. 2005
Item No.	Phase	Description	Start/Completion Date
3.0	Phase 3	Input during track construction	2006 – 2007
3.1	Construction assistance	<ul style="list-style-type: none"> - A minimum of 5 visits on the site (2 days + 3 days travelling and preparation) for control of geometry and inspection of reinforcement and pipe work. - Additional visit for the final inspection by FIBT / FIL - 3 visits for 2 engineers - 2 visits for one engineer 	
3.2		Communication and translation	

Deliverables:

All documents and drawings for the various phases of work will be delivered:

- a) Digital form PDF and AutoCAD files
- b) For all documents and drawings VANOC will receive:
 - For preliminary work - 3 hard copies
 - For final work - 5 hard copies

SCHEDULE "B"
FEES AND DISBURSEMENTS

Subject to the provisions of this Agreement and in consideration of the satisfactory performance by the Consultant of its obligations contained in the Agreement, the maximum liability of VANOC under this Agreement shall not exceed, and in no event shall VANOC be obliged to pay the Consultant an amount in excess of, the Fee, Estimated Travel Fee and Estimated Travel Expenses for each Item No.. In addition, it is mutually agreed that the maximum liability of VANOC shall not exceed, and in no event shall VANOC be obliged to pay the Consultant, an amount in excess of the total Agreement value of \$313,600.00. The estimated travel fees and travel expenses will be reimbursed as required to complete the project, with all travel approved prior by Jan Jansen.

Item No.	Phase	Fee	Estimated Travel Fee	Estimated Travel Expenses
1.0	PHASE 1			
1.1	Final design of centre line			
1.2	Approval FIL / FIBT			
1.3	Documentation of final centre line			
1.4	Profiles track cross sections			
1.5	Approval FIL / FIBT			
1.6	Documentation of profiling			
1.7	Communication / Translation			
	Total Phase 1:			
2.0	Phase 2		s.16, s.17	
2.1	Principle advice			
2.2	Contact to the design team			
2.3	Review of related design of track			
2.4	Communication / Translation			
	Total Phase 2:			
3.0	Phase 3			
3.1	Construction assistance			
3.2	Communication / Translation			
	Total Phase 3:			
Total	Phase 1 – 3:	\$313,600	\$69,800	\$90,000

Travel Expenses have been estimated at \$8,000 per person per trip including \$95 daily allowance.
Travel fees have been estimated as follows:

- 1.2 2 days at \$1,100, 1 day at \$1,600
2 days at \$1,600 for Europe based meeting (plus \$2,000 travel exp.)
- 1.5 2 days at \$1,100, 2 days at \$1,600
- 2.2 2 days at \$1,100, 2 days at \$1,600
- 3.1 3 days at \$1,100, 2 days at \$1,600 x 2 people x 3 visits
3 days at \$1,100, 2 days at \$1,600 x 1 person x 2 visits

PAYMENT SCHEDULE

1. Progress Payment Schedule

In consideration for the satisfactory performance of the Services by the Consultant, the Consultant shall be paid on the basis and at the times as set forth herein.

Payment Number	Description of Scope of Services Completed	Payment Amount (CAD)
1 September 2004	Phase 1.1 and 1.3 plus expenses	s.16, s.17
2 May 2005	Phase 1.4 and 1.6 (85% of 187,000 plus 33,000)	
3	Balance of Phase 1 – October 2005	
4	Phase 2 – December 2005	
5	Phase 3 – December 2006	
	TOTAL:	\$313,600.00

2. Payment Terms

- a. The Consultant shall submit claims for payment on their standard invoice form(s). Each invoice submitted by the Consultant must, at a minimum, cite this Agreement Number, the Payment Number for which payment is requested and the amount due in accordance with this Schedule "B".

The original copy of the invoice is to be made out and sent to:

Vancouver Organizing Committee for the 2010 Olympic
& Paralympic Winter Games (VANOC)
400 – 1095 West Pender Street
Vancouver, British Columbia,
Canada V6E 2M6
Attention: Accounts Payable

- b. Payment for Travel Fees and Travel Expenses to be paid upon receipt of invoice from IBG as travel is completed and upon presentation of supporting documentation.

- c. Payment by VANOC to the Consultant shall be made in Canadian Dollars within twenty (20) days following the date of receipt of a duly completed claim for payment.
- d. If VANOC has any objection to the form and/or substance of the claim for payment, VANOC, within seven (7) days of receipt, shall notify the Consultant in writing of the nature of the objection.



Project: Owner: VANOC (Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games) 3585 Gravelley Street Vancouver, B.C. V5K 5J5 Fax: 778-328-2011	Consultant: Ingenieurburo Gurgel Calvisiusstr. 38 D-04177 Leipzig Germany Attention: Udo Gurgel Udo.Gurgel@IBG-Gurgel.de Tel: +49-0341-44-61-30 Fax: +49-0341-44-61-314	Contract No. C-1133 WA# 99.07.05 Issue Date: Aug 9, 2006
CC: Erica Bowers, Jan Jansen		No. of Pages (including CCN)

Contemplated Change Notice

Change Order #1

The following is a description of the nature and scope of Services being requested by Owner in accordance with the terms of the Contract and these items shall be deemed Contemplated Changes to the Contract for this project; work is not to proceed unless authorized by a Change Order signed by the Owner. All materials and workmanship are to be in accordance with the Contract unless otherwise stated. Please submit an itemized fee quotation and completion schedule applicable to the Services described herein, within 5 days of the date specified above.

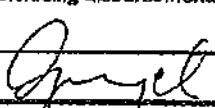
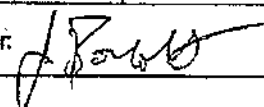
Title: Additional Services for Bob and Luge Track at the Whistler Sliding Centre.

Description of Services:

Per attached Consultant's letter dated June 9, 2006.

Note: These Services are performed at the offices of the Consultant in Germany.

Required Schedule:

Consultant's Quotation Subject to the Terms and Conditions of the Contract, the Consultant hereby offers to perform the work described above for the following Contract Price (based upon the rates and payment terms specified in Schedule B of the Contract): \$31,350 (no PST, no GST) not including disbursements.			
Consultant Signed: 		Date: 14.08.2006	
Change Order Subject to the Terms and Conditions of the Contract, the Consultant is hereby directed to promptly proceed with the work described above with the following adjustments to the contract			
	Current Contract Value	Change	New Contract Value
Price	\$472,600	\$31,350	\$503,950
Schedule			
Change Order authorized by Owner: Program Signature: 		Date: 08/24/06	
Contracts Signature:		Date:	



INGENIEURBÜRO GURGEL
CONSULTING ENGINEERING

- Carlstr. 38
- D-04177 Leipzig, Germany
- Telefon +49 0341 44 61 30
- Telefax +49 0341 44 61 314
- info@ibg-gurgel.de

VANOC
Vancouver Organizing Committee for the 2010
Olympic & Paralympic Games

s.22

3585 Gravelly Street
Vancouver, British Columbia
V5K 5J5
CANADA

Leipzig, Friday, 09 June 2006

Dear s.22

In the past we have done a lot of additional services for the design. Please see the following points.

Additional services for Bob and Luge Track- based of demands of VANOC and design Team by Stantec:

1. Change of start locations after the approval of FIL / FIBT
Junior Start has changed to junior Start 1 and Junior Start 2. Additional approval of both federations was necessary.
2. Junior Start 1 must be changed once more under consideration of the maintenance road.
Additional approval of both federations was necessary.
3. On the Lady Start was inserting an extra Start for Bob.
4. Regarding the geological situation was necessary an additional curve (C17) after the weight house within the deceleration zone. - two times.
5. Change of the location of the lowest point inside of curve C16. Regarding to this matter it was necessary a new calculation of profiling of curve C16 and adaptation of longitudinal section.
6. Consideration of distances for foundation and location of expansion joints - coming up of the design team by Stantec. The following services were necessary: foundation plan; new coordinates; new drawings for profiles.
7. Change and adaptation of coordinates and elevation.(the whole track centre line was moved.)
8. Additional service to provide coordinates of F - line (foundation line)
9. Additional service to provide coordinates of P - line (profile line)
10. Additional service : description of principle of technology to built the track

We are kindly asked for an additional fee for our extra service. In the following table we make a proposal for an eventually fee:

**Additional service to the
service agreement**

CAD.

- | | |
|--|--------------------|
| 1. Change to the approved project for | Junior Start 1 + 2 |
| 2. adaptation to maintenance road | Junior Start 1 |
| 3. extra Bob Start at the Lady Start | |
| to point. 1-3 separate approval by FIL und FIBT | |
| 4. additional curve within the deceleration zone - C17(2 versions) | |
| 5. Change of the location of the lowest point / change of profiling for curve C16 | |
| 6. Change of distances of foundation and expansion joints | |
| 7. Change and adaptation of coordinates and elevation | |
| 8. Additional service : Tables for coordinates : FL | |
| 9. Additional service : Tables for coordinates : PL | |
| 10. Additional service : description of principle of technology to built the track | |
| 0. | |

s.16, s.17

Summary Additional service

31.350,00 € s.19/216,77 €

Please feel free to contact me should you have any questions regarding of this letter.
With best regards,

Udo Gurgel

Pawlowski, Tom X SG:EX

From: Ken Bagshaw [ken_bagshaw@vancouver2010.com]
Sent: Monday, July 5, 2010 1:57 PM
To: Pawlowski, Tom X SG:EX
Cc: Kris Britch
Subject: RE: Sudden death of Nodar Kumaritashvili

Hello Tom, I think we have been as responsive as possible to your request for the IBG documents. On the status report, I'd appreciate some clarification. You had earlier indicated that the key stakeholders would be provided with the findings and report (or a précis of it) before anything is released publicly. Could you please explain how this will work in the context of the review of your findings by the Coroners Service Inquest Committee and the scope of its role and responsibility? Does it review your recommendations as to whether an inquest is to be held to create a final recommendation to the Chief Coroner or is some other objective sought? How long is it likely it will need to complete its tasks? What is the likely time at which information will be provided to VANOC as a key stakeholder?

Any further clarification that you can provide would be appreciated. Thank you, Ken

Ken Bagshaw

From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: June 22, 2010 3:51 PM
To: Ken Bagshaw
Subject: Sudden death of Nodar Kumaritashvili

Hello Ken,

I am writing to request copies of any contracts between VANOC and IBG (Udo Gurgel), for the design of the Whistler track. The intent here is that this current request is an extension of the original seize order for documents held by VANOC. Please let me know when this can be accommodated.

By way of a status update, I am in the final stages of my inquiry and will be presenting my findings to the Coroners Service Inquest Committee in the first week of July.

Thank you in advance.

Regards,

Tom Pawlowski, Coroner

Office of the Chief Coroner

800 - 4720 Kingsway

Burnaby, BC V5H 4N2

tel: 604-660-7707

fax: 604-660-7766

email: tom.pawlowski@gov.bc.ca

www.pssg.gov.bc.ca/coroners

Pawlowski, Tom X SG:EX

From: McClean, Claire SG:EX
Sent: Monday, July 19, 2010 9:36 AM
To: Vermaning, Tiny SG:EX
Cc: Pawlowski, Tom X SG:EX
Subject: Request regarding the death of Nodar Kumaritasvili

Hi Tiny,

I called Mr. Michael Shragge and advised him that the investigation into the death of the luger is almost complete and the next stage is that it will be presented to the Inquest Committee and a recommendation will be made to the Chief Coroner whether or not this case is completed via an Inquest or via a Section 16 Coroner's Report. The Chief Coroner makes the final decision. I told Mr. Shragge that I was unable to tell him when a copy of the report will be made available as it depends on whether the case goes to Inquest or not. I have placed a request on the file for him to automatically receive a copy of the report once the case has been completed and the investigation closed.

Thanks,

Claire

Claire R. McClean (Ms.) | Executive Administrative Assistant to the Chief Coroner | BC Coroners Service

Ministry of Public Safety and Solicitor General
Metrotower II, Suite 800 - 4720 Kingsway, Burnaby BC V5H 4N2
Phone: (604) 660-8219 | Blackberry: s.15, s.17 | FAX: (604) 660-7766

<http://www.pssg.gov.bc.ca/coroners>

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Please consider the environment before printing this e-mail.

Pawlowski, Tom X SG:EX

From: Ken Bagshaw [ken_bagshaw@vancouver2010.com]
Sent: Thursday, August 5, 2010 12:15 PM
To: Pawlowski, Tom X SG:EX
Cc: Kris Britch; Renee Smith-Valade
Subject: Re: Sudden death of Nodar Kumaritashvili

Thank you Tom. I am confident we could provide the undertaking you would require if you were willing to provide pre-public notification.

Our desire to have such advice is not to make it public in any way but to have reasonable time to prepare ourselves to respond to the inevitable media and other enquiries we will receive swiftly following your public release.

If we can proceed in this manner I will seek in advance the undertaking from every Vanoc person with whom the pre-public information would be shared.

Please let me know if we can proceed in this manner. Ken

From: Pawlowski, Tom X SG:EX
To: Ken Bagshaw
Cc: Kris Britch
Sent: Thu Aug 05 12:00:49 2010
Subject: RE: Sudden death of Nodar Kumaritashvili

Ken, your understanding re the processes around report/recommendations is correct. With regard to inquests, we strive to ensure that the family is aware prior to the public announcement, otherwise, the announcement serves as notification to all other parties.

Should the decision be to proceed with an inquest, I would, on a case-specific basis, consider advising the legal representative of a stakeholder, ahead of time, with an undertaking that this information wouldn't be re-distributed prior to the public announcement. I hope that helps.

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
www.pssg.gov.bc.ca/coroners

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From: Ken Bagshaw [mailto:ken_bagshaw@vancouver2010.com]
Sent: Thursday, August 5, 2010 11:20 AM
To: Pawlowski, Tom X SG:EX
Cc: Kris Britch
Subject: Re: Sudden death of Nodar Kumaritashvili

Thank you Tom. I appreciate your response. We are under the understanding that, if the process concludes with a coroner's report, we and other key stakeholders (like the deceased's family) would receive pre-public advice of the recommendations. Can we similarly expect pre-public notification of a decision to hold an inquest? Your July 5 email only referred to the outcome of the inquest process and not of the decision to initiate one. Many thanks, Ken

From: Pawlowski, Tom X SG:EX
To: Ken Bagshaw
Cc: Kris Britch
Sent: Thu Aug 05 08:42:59 2010
Subject: RE: Sudden death of Nodar Kumaritashvili
Hello Ken,

The inquest committee has been provided with all the required submissions at this point. I have not heard of the outcome from the committee or the Chief Coroner. I will provide you with an update when it is available.

Regards,

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
Burnaby, BC V5H 4N2
tel: 604-660-7707
fax: 604-660-7766
tom.pawlowski@gov.bc.ca
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From: Ken Bagshaw [mailto:ken_bagshaw@vancouver2010.com]
Sent: Wednesday, August 4, 2010 2:02 PM
To: Pawlowski, Tom X SG:EX
Cc: Kris Britch
Subject: Fw: Sudden death of Nodar Kumaritashvili

Hello Tom, is there any update available? Thanks, Ken

From: Ken Bagshaw
To: Pawlowski, Tom X SG:EX
Cc: Kris Britch
Sent: Wed Jul 28 09:37:34 2010
Subject: RE: Sudden death of Nodar Kumaritashvili
Good morning Tom. It is now three weeks since we last communicated on this matter. I would be most appreciative of an update on the progress of the process. Thank you, Ken

Ken Bagshaw

From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]
Sent: July 5, 2010 2:56 PM
To: Ken Bagshaw
Cc: Kris Britch
Subject: RE: Sudden death of Nodar Kumaritashvili

Hello Ken,

I have received the IBG documents that I require -- thank you very much.

Regarding availability of the report:

If the Chief Coroner directs that this inquiry be concluded with a coroner's report, we would certainly consider providing a copy of the report to select stakeholders (whose interests may be affected by the findings) approximately a week before the report is released to the general public, media, etc. The report would be released to such stakeholders at the same time as it would be released to the family of the deceased.

If, on the other hand, the process culminates with an inquest, that is a public process and the jury's verdict and any recommendations are read out in court.

The Inquest Committee is composed of the executive of the Coroners Service including the Deputy Chief Coroner, Director of Legal Services, Director of Medical Unit and Director of Provincial Operations. The Committee reviews cases for the purpose of advising the Chief Coroner whether a particular case ought to go to inquest or whether the mandate can be met otherwise. The Investigating coroner's recommendation re an inquest is part of the consideration. The Committee may also ask for additional information before it's ready to submit its advice to the Chief Coroner – I cannot anticipate how long this process will take. The Chief Coroner takes the Committee advice into consideration, but is not bound by it.

If the decision is to go to inquest, that is communicated with notices to stakeholders and a public announcement.

I hope this answers adequately, and if not, I am available at s.15, s.17

Best Regards,

Tom Pawlowski, Coroner
BC Coroners Service
Suite 800, 4720 Kingsway
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From: Ken Bagshaw [mailto:ken_bagshaw@vancouver2010.com]

Sent: Monday, July 5, 2010 1:57 PM

To: Pawlowski, Tom X SG:EX

Cc: Kris Britch

Subject: RE: Sudden death of Nodar Kumaritashvili

Hello Tom, I think we have been as responsive as possible to your request for the IBC documents. On the status report, I'd appreciate some clarification. You had earlier indicated that the key stakeholders would be provided with the findings and report (or a précis of it) before anything is released publicly. Could you please explain how this will work in the context of the review of your findings by the Coroners Service Inquest Committee and the scope of its role and responsibility? Does it review your recommendations as to whether an inquest is to be held to create a final recommendation to the Chief Coroner or is some other objective sought? How long is it likely it will need to complete its tasks? What is the likely time at which information will be provided to VANOC as a key stakeholder?

Any further clarification that you can provide would be appreciated. Thank you, Ken

Ken Bagshaw

From: Pawlowski, Tom X SG:EX [mailto:Tom.Pawlowski@gov.bc.ca]

Sent: June 22, 2010 3:51 PM

To: Ken Bagshaw

Subject: Sudden death of Nodar Kumaritashvili

Hello Ken,

I am writing to request copies of any contracts between VANOC and IBG (Udo Gurgel), for the design of the Whistler track. The intent here is that this current request is an extension of the original seize order for documents held by VANOC. Please let me know when this can be accommodated.

By way of a status update, I am in the final stages of my inquiry and will be presenting my findings to the Coroners Service Inquest Committee in the first week of July.

Thank you in advance.

Regards,

Tom Pawlowski, Coroner

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