

Page 001 to/à Page 010

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Page 011

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s.14;s.13

Page 012 to/à Page 021

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s.14;s.16;s.13



Our Ref. 32481

February 20, 2018

Mr. Sadhu Johnston
City Manager
City of Vancouver
453 West 12th Ave
Vancouver, BC V5Y 1V4

Dear Mr. Johnston:

I am writing to you with an appreciation of the City of Vancouver's (City) desire to become a Host City and the urgency of the 2026 World Cup bid process,^{s.13} looking to confirm my understanding of some key matters^{s.13}

^{s.13} in addition to those set out in the Minister of Tourism, Arts and Culture's communication of September 12, 2017 in relation to a request for the Province's support of the bid. I also note that the Province has not yet received a formal request for support from the City in relation to the City's proposed 2026 World Cup bid.

I would appreciate it if you could confirm my understanding of the following:

- 1) That guarantees may be planned to be sought from various parties, including the Province, in relation to a proposed united Canada/US/Mexico bid for the 2026 World Cup and the City's candidacy as a potential Host City under that bid;
- 2) That the City may be contemplating, among other things, requesting an indemnity from the Province as part of a proposed Multiparty Agreement (MPA) to support the City's bid;
- 3) That the City expects direct participation in the bid by the B.C. Pavilion Corporation (PAVCO) as owner of BC Place stadium, under a unilaterally-signed Stadium Agreement to be submitted as part of the City's bid;
- 4) That in the public minutes of the January 30, 2018 meeting of the City Council, the City Council has authorized City officials to submit the bid documents to the United Bid Committee (UBC) subject to certain "Bid Release Conditions", which include a condition that the City enter into an MPA with various parties, including each of the governments of Canada and the Province;

... /2

- 5) That in the February 8, 2018 report on the FIFA Training Site Agreement prepared by Vancouver Board of Parks and Recreation (Park Board) staff for the February 19, 2018 Park Board meeting, Park Board staff made a recommendation to the Park Board that it authorize the signing and submission of the Training Site Agreement and ancillary documents to the Canadian Soccer Association (CSA) and/or the UBC subject to certain “Bid Release Conditions”, which include the Park Board and City entering into an MPA with various parties, including each of the governments of Canada and the Province;
- 6) That in the draft MPA, which the Province received a copy of earlier, there is a proposed clause that the Province will indemnify and save harmless the City from “all liabilities, costs and expenses arising directly or indirectly from executing and delivering the Host City Agreement and the Host City Declaration ...” excluding “City Costs” as defined in the draft MPA;
- 7) That the City may have a deadline to unilaterally execute on an irrevocable basis, certain bid documents to the UBC very shortly, which we understand may include a Host City Agreement and Host City Declaration, amongst other documents;
- 8) That there is some uncertainty on whether the UBC may or may not be receptive to the submission of bid documents with conditions (counter to provisions within the bid agreements), should the City not yet be able to fulfill its conditions from the City Council, along with other matters that may remain outstanding;
- 9) That the City’s legal counsel has acknowledged that the proposed MPA may not be finalized by March 16, 2018 and is contemplating an alternative approach to the submission of bid documents under which the documents may be delivered to CSA’s legal counsel on the condition that the submitting authority may, without penalty or liability to FIFA or the CSA, prior to December 31, 2019, withdraw the offer contained in the bid documents if the submitting authority has not obtained agreements for support from its provincial and federal counterparts;
- 10) That there is some uncertainty on whether the CSA and/or UBC may or may not be receptive to the submission of bid documents with the condition that they may be unilaterally withdrawn, and that there is some uncertainty about the legal effect of any such condition after the bid documents have been submitted to FIFA; and
- 11) Whether it is the City, the CSA or another party that is playing the primary role in coordinating the City’s bid with the UBC, including the coordination of participation by other authorities such as the Province and PAVCO, and as such, to which party should the Province and PAVCO be directing questions regarding the 2026 World Cup bid process.

As shareholder of the Provincial Crown Corporation PAVCO, we are aware of the proposed Stadium Agreement and have been working hard with PAVCO to review the proposed Agreement and to identify areas of particular risks, where both PAVCO and the Province believe that some further discussion may be required with the City and/or the CSA, as coordinator to the UBC.

As always, the Province wishes to be as helpful as possible and I look forward to hearing more about the above matters, as well as getting a sense on when the City believes it will be ready with a full submission for the Province to consider. I expect that this submission will also include proposed participation of PAVCO, along with its impacts and identified risks.

Based on what I understand to be a very tight set of deadlines, I am concerned however, that the City may feel pressured by the UBC to sign and unilaterally submit bid documents, whether conditionally or unconditionally, in advance and without benefit of having the necessary express and clear support from senior governments. Respectfully, I can confirm that further provincial support should not be assumed or relied upon until there has been a full and thorough review by the provincial Treasury Board and Cabinet, of all of the costs and risks associated with making such bid, and all of the obligations that flow from that undertaking.

I would certainly appreciate hearing your views on these matters and if it is helpful to you,^{s.13}
s.13

Sincerely,



Sandra Carroll
Deputy Minister

pc: Mr. Doug Foster, Assistant Deputy Minister
Strategic Initiatives
Ministry of Finance

Page 025 to/à Page 034

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s.14;s.13

GOVERNMENT DECLARATION

GOVERNMENT DECLARATION

[Official Letterhead of the Government of the Host Country]

Fédération Internationale de
Football Association (FIFA)
FIFA President
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

[Place/date]

Government Declaration relating to 2026 FIFA World Cup™ and FIFA World Cup Tests

Dear Mr President

On behalf of the Government and all local, regional or national governmental authorities in *[Name of Host Country]*, we very much welcome the possibility that the 2026 FIFA World Cup™ and the FIFA World Cup Tests may be staged in *[Name of Host Country]* and, in this regard, we hereby declare the following:

- (i) *[Name of Host Country]* will welcome the presence of FIFA, all member associations of FIFA and all visitors from around the world in *[Name of Host Country]* in connection with the 2026 FIFA World Cup™ and its ancillary events as well as the FIFA World Cup Tests (such as parts of the preliminary competition of the 2026 FIFA World Cup™) (the "Competition"). In particular *[Name of Host Country]* guarantees that the national anthem of each competing team may be played before kick-off at every match and before and during any other event or ceremony in relation with the Competition as well as that the national flag of each competing team may be flown and/or displayed inside the stadiums and that there shall be no discrimination of whatever nature.
- (ii) *[Name of Host Country]* will fully support FIFA and its subsidiaries established in *[Name of Host Country]* as well as the *[Name of the national football association in the Host Country]* and the co-hosting *[Name of the national football associations in the Co-Host Countries]*,

and their dedicated subsidiaries ("Hosting Associations") in connection with the hosting and staging of the Competition.

- (iii) The Government will fully support FIFA and the Hosting Associations in their efforts to achieve that the hosting and staging of the Competition and any legacy and post-event related activities do not involve adverse impacts on internationally recognised human rights, including labour rights.
- (iv) The Government is committed to respecting, protecting and fulfilling human rights, including labour rights, in connection with the hosting and staging of the Competition and any legacy and post-event related activities, with particular attention to the provision of security, potential resettlement and eviction, labour rights (including those of migrant workers), rights of children, gender and other forms of discrimination and freedom of expression and peaceful assembly, and will ensure that access to effective remedies is available where such adverse impacts do occur, including judicial and non-judicial complaint mechanisms with the power to investigate, punish and redress human rights violations..

Government of **[Name of Host Country]**

[Signature]

Date/Place

[Name and function of the undersigning person in printed letters]

[Signature]

Date/Place

[Name and function of the undersigning person in printed letters]

[Official stamp has to be provided]

Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Tuesday, February 27, 2018 6:22 PM
To: John, Rebecca FIN:EX
Subject: FW: Draft letter of response for ref 30707
Attachments: Ref 30707 Response - Feb 27.docx

an your views too.
d

From: Foster, Doug FIN:EX
Sent: Tuesday, February 27, 2018 6:21 PM
To: Lauren.Knoblach@gov.bc.ca; Ferguson-Martin, Chris JAG:EX; Glover, Joanne JAG:EX
Subject: FW: Draft letter of response for ref 30707

fyi and your review and cmmnts.
d

From: Johnston, Sadhu [<mailto:Sadhu.Johnston@vancouver.ca>]
Sent: Tuesday, February 27, 2018 3:32 PM
To: Carroll, Sandra TAC:EX
Cc: Avison, Claire TAC:EX; Foster, Doug FIN:EX; McGregor, Marnie; Collens, Michelle
Subject: Draft letter of response for ref 30707

Hi Sandra,

Thank you for your comments on the letter for the CSA. We are reviewing and will get back to you.
In the meantime we wanted to provide the draft letter of response for ref 30707 from the Mayor to
Minister Beare.
Let us know what you think.

Best,
Sadhu

Sadhu Aufochs Johnston | City Manager
City of Vancouver | 453 W 12th Avenue
Vancouver | BC V5Y 1V4
604.873.7627 | Sadhu.johnston@vancouver.ca
Twitter: sadhuajohnston



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Ref: 30707

February 23, 2018

Honourable Lisa Beare
Ministry of Tourism, Arts and Culture
PO Box 9846 Stn Prov Govt
Victoria, BC
V8W 9T2

s.13,s.16

Yours truly,

Gregor Robertson
Mayor, City of Vancouver

s.13,s.14

From: Foster, Doug FIN:EX
Sent: Tuesday, February 27, 2018 6:21 PM
To: Knoblauch, Lauren JAG:EX; Ferguson-Martin, Chris JAG:EX; Glover, Joanne JAG:EX
Subject: FW: Draft letter of response for ref 30707

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d

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Cc: Avison, Claire TAC:EX; Foster, Doug FIN:EX; McGregor, Marnie; Collens, Michelle
Subject: Draft letter of response for ref 30707

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In the meantime we wanted to provide the draft letter of response for ref 30707 from the Mayor to Minister Beare.

Let us know what you think.

Best,
Sadhu

Sadhu Aufochs Johnston | City Manager
City of Vancouver | 453 W 12th Avenue
Vancouver | BC V5Y 1V4
604.873.7627 | Sadhu.johnston@vancouver.ca
Twitter: sadhuajohnston



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Ref: 30707

February 23, 2018

Honourable Lisa Beare
Ministry of Tourism, Arts and Culture
PO Box 9846 Stn Prov Govt
Victoria, BC
V8W 9T2

s.13,s.16

Yours truly,

Gregor Robertson
Mayor, City of Vancouver

Page 044 to/à Page 059

Withheld pursuant to/removed as

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Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Wednesday, February 28, 2018 6:49 AM
To: Carroll, Sandra TAC:EX; Knoblauch, Lauren AG:EX; Ferguson-Martin, Chris AG:EX; Avison, Claire TAC:EX
Subject: RE: Draft Letter for Review
s.13

d.

From: Carroll, Sandra TAC:EX
Sent: Tuesday, February 27, 2018 8:08 PM
To: Foster, Doug FIN:EX; Knoblauch, Lauren JAG:EX; Ferguson-Martin, Chris JAG:EX; Avison, Claire TAC:EX
Subject: Fwd: Draft Letter for Review

FYI -

Sent from my iPhone

Begin forwarded message:

From: "Collens, Michelle" <Michelle.Collens@vancouver.ca>
Date: February 27, 2018 at 5:28:24 PM PST
To: "sandra.carroll@gov.bc.ca" <sandra.carroll@gov.bc.ca>, "Avison, Claire TAC:EX" <Claire.Avison@gov.bc.ca>
Cc: "Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>
Subject: FW: Draft Letter for Review

In light of some communication that was sent collectively from all the Canadian Candidate Cities to the CSA earlier today – the intention of the letter from the City of Vancouver to the CSA is now moot in our view.

s.13,s.16

I have also advised the CSA ^{s.13,s.16} and have asked them for comment. I have not heard a response from the CSA on this matter.

Thanks again for your support on this file,
Michelle

Michelle Collens

Senior Manager, Sport Hosting Vancouver
CITY OF VANCOUVER, Office of the City Manager
604.871.6491 | michelle.collens@vancouver.ca

From: Johnston, Sadhu
Sent: Tuesday, February 27, 2018 12:45 PM
To: Geelhoed, Taunya; Collens, Michelle; McGregor, Marnie
Subject: FW: Draft Letter for Review

From: Carroll, Sandra TAC:EX [<mailto:Sandra.Carroll@gov.bc.ca>]
Sent: Tuesday, February 27, 2018 11:51 AM
To: Johnston, Sadhu
Cc: Avison, Claire TAC:EX
Subject: FW: Draft Letter for Review

Sadhu,

s.13,s.16

Thanks
Sandra Carroll

Justesen, Josh T FIN:EX

From: John, Rebecca FIN:EX
Sent: Wednesday, February 28, 2018 8:58 AM
To: Foster, Doug FIN:EX
Subject: RE: Draft letter of response for ref 30707

s.13

From: Foster, Doug FIN:EX
Sent: Tuesday, February 27, 2018 6:22 PM
To: John, Rebecca FIN:EX
Subject: FW: Draft letter of response for ref 30707

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d

From: Foster, Doug FIN:EX
Sent: Tuesday, February 27, 2018 6:21 PM
To: Lauren.Knoblauch@gov.bc.ca; Ferguson-Martin, Chris JAG:EX; Glover, Joanne JAG:EX
Subject: FW: Draft letter of response for ref 30707

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d

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Sent: Tuesday, February 27, 2018 3:32 PM
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Cc: Avison, Claire TAC:EX; Foster, Doug FIN:EX; McGregor, Marnie; Collens, Michelle
Subject: Draft letter of response for ref 30707

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In the meantime we wanted to provide the draft letter of response for ref 30707 from the Mayor to Minister Beare.
Let us know what you think.

Best,
Sadhu

Sadhu Aufochs Johnston | City Manager

City of Vancouver | 453 W 12th Avenue
Vancouver | BC V5Y 1V4
604.873.7627 | Sadhu.johnston@vancouver.ca
Twitter: sadhuajohnston



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Page 064 to/à Page 068

Withheld pursuant to/removed as

s.14;s.13

Justesen, Josh T FIN:EX

From: Minister, TAC TAC:EX
Sent: Tuesday, September 12, 2017 3:19 PM
To: 'Sadhu.Johnston@vancouver.ca'
Cc: Minister, FIN FIN:EX
Subject: Letter from the Honourable Lisa Beare
Attachments: 30707 incoming.pdf

Ref: 30707

His Worship Mayor Gregor Robertson
City of Vancouver

Sadhu A. Johnston
City Manager
City of Vancouver
Email: Sadhu.Johnston@vancouver.ca

cc: Honourable Carole James
Minister of Finance
FIN.Minister@gov.bc.ca

Dear Mayor Robertson:

I am pleased to convey the Province's support-in-principle to the City of Vancouver in its efforts to bring the 2026 FIFA World Cup to Vancouver as part of the Canada-USA-Mexico United Bid.

The greater Vancouver region and the sport community share a rich history of successfully hosting high profile events such as the FIFA Women's World Cup Canada 2015 and the World Rugby Sevens Series, for which the Province was a funding partner. The Province acknowledges that competitions of this magnitude help to maintain the profile of British Columbia as a sport tourism destination and enhance its tradition of sport hosting excellence.

We also recognize that Vancouver and the surrounding region have an array of venues and amenities that would strengthen a bid to host the World Cup, including a range of accommodation, restaurants and recreational offerings.

For the Province to consider full support for this event, this will require the City of Vancouver to prepare and submit to the government a bona fide business plan that includes details on the operational, financial and other obligations and risks associated with Vancouver's successful hosting of the 2026 World Cup. We expect that this plan would identify, amongst other matters, revenue sources to pay for hosting the World Cup (including federal and municipal commitments), as well as detailed plans that demonstrate the region's capacity to host a major public sporting event of this magnitude. One area in particular that must be addressed is the lead role of Canada in addressing necessary security and public safety. In addition, the Province will not accept any liability for event cost overruns i.e. through provision of a financial shortfall guarantee.

I trust this letter provides the necessary Provincial support-in-principle at this stage of the World Cup bid process. I look forward to seeing the results of the United Bid Committee's shortlisting process in the Fall of this year, and, if Vancouver is successful, to our government's review of a comprehensive business plan that will support the next stage of the bid process.

Sincerely,

Lisa Beare
Minister of Tourism, Arts and Culture



Our Ref. 32481

February 21, 2018

Mr. Sadhu Johnston
City Manager
City of Vancouver
453 West 12th Ave
Vancouver, BC V5Y 1V4

Dear Mr. Johnston:

I am writing to you with an appreciation of the City of Vancouver's (City) desire to become a Host City and the urgency of the 2026 World Cup bid process. However, I am looking to confirm my understanding of some key matters in addition to those set out in the Minister of Tourism, Arts and Culture's communication of September 12, 2017 in relation to a request for the Province's support of the bid. I also note that the Province has not yet received a formal request for support from the City in relation to the City's proposed 2026 World Cup bid.

I would appreciate it if you could confirm my understanding of the following:

- 1) That guarantees may be planned to be sought from various parties, including the Province, in relation to a proposed united Canada/US/Mexico bid for the 2026 World Cup and the City's candidacy as a potential Host City under that bid;
- 2) That the City may be contemplating, among other things, requesting an indemnity from the Province as part of a proposed Multiparty Agreement (MPA) to support the City's bid;
- 3) That the City expects direct participation in the bid by the B.C. Pavilion Corporation (PAVCO) as owner of BC Place stadium, under a unilaterally-signed Stadium Agreement to be submitted as part of the City's bid;
- 4) That in the public minutes of the January 30, 2018 meeting of the City Council, the City Council has authorized City officials to submit the bid documents to the United Bid Committee (UBC) subject to certain "Bid Release Conditions", which include a condition that the City enter into an MPA with various parties, including each of the governments of Canada and the Province;

... /2

- 5) That in the February 8, 2018 report on the FIFA Training Site Agreement prepared by Vancouver Board of Parks and Recreation (Park Board) staff for the February 19, 2018 Park Board meeting, Park Board staff made a recommendation to the Park Board that it authorize the signing and submission of the Training Site Agreement and ancillary documents to the Canadian Soccer Association (CSA) and/or the UBC subject to certain “Bid Release Conditions”, which include the Park Board and City entering into an MPA with various parties, including each of the governments of Canada and the Province;
- 6) That in the draft MPA, which the Province received a copy of earlier, there is a proposed clause that the Province will indemnify and save harmless the City from “all liabilities, costs and expenses arising directly or indirectly from executing and delivering the Host City Agreement and the Host City Declaration ...” excluding “City Costs” as defined in the draft MPA;
- 7) That the City may have a deadline to unilaterally execute on an irrevocable basis, certain bid documents to the UBC very shortly, which we understand may include a Host City Agreement and Host City Declaration, amongst other documents;
- 8) That there is some uncertainty on whether the UBC may or may not be receptive to the submission of bid documents with conditions (counter to provisions within the bid agreements), should the City not yet be able to fulfill its conditions from the City Council, along with other matters that may remain outstanding;
- 9) That the City’s legal counsel has acknowledged that the proposed MPA may not be finalized by March 16, 2018 and is contemplating an alternative approach to the submission of bid documents under which the documents may be delivered to CSA’s legal counsel on the condition that the submitting authority may, without penalty or liability to FIFA or the CSA, prior to December 31, 2019, withdraw the offer contained in the bid documents if the submitting authority has not obtained agreements for support from its provincial and federal counterparts;
- 10) That there is some uncertainty on whether the CSA and/or UBC may or may not be receptive to the submission of bid documents with the condition that they may be unilaterally withdrawn, and that there is some uncertainty about the legal effect of any such condition after the bid documents have been submitted to FIFA; and
- 11) Whether it is the City, the CSA or another party that is playing the primary role in coordinating the City’s bid with the UBC, including the coordination of participation by other authorities such as the Province and PAVCO, and as such, to which party should the Province and PAVCO be directing questions regarding the 2026 World Cup bid process.

As shareholder of the Provincial Crown Corporation PAVCO, we are aware of the proposed Stadium Agreement and have been working hard with PAVCO to review the proposed Agreement and to identify areas of particular risks, where both PAVCO and the Province believe that some further discussion may be required with the City and/or the CSA, as coordinator to the UBC.

As always, the Province wishes to be as helpful as possible and I look forward to hearing more about the above matters, as well as getting a sense on when the City believes it will be ready with a full submission for the Province to consider. I expect that this submission will also include proposed participation of PAVCO, along with its impacts and identified risks.

Based on what I understand to be a very tight set of deadlines, I am concerned however, that the City may feel pressured by the UBC to sign and unilaterally submit bid documents, whether conditionally or unconditionally, in advance and without benefit of having the necessary express and clear support from senior governments. Respectfully, I can confirm that further provincial support should not be assumed or relied upon until there has been a full and thorough review by the provincial Treasury Board and Cabinet, of all of the costs and risks associated with making such bid, and all of the obligations that flow from that undertaking.

I would certainly appreciate hearing your views on these matters and if it is helpful to you, I understand a meeting has been arranged for Friday, February 23, 2018 so please don't hesitate to contact me.

Sincerely,



Sandra Carroll
Deputy Minister

pc: Mr. Doug Foster, Assistant Deputy Minister
Strategic Initiatives
Ministry of Finance

February 27, 2018

Ms. Sandra Carroll
Deputy Minister
Ministry of Tourism, Arts and Culture
PO Box 9846 Stn Prov Gov't
Victoria, BC V8W 9T2

Dear Deputy Minister Carroll:

RE: FIFA 2026 World Cup - response to ref. 32481

Thank you very much for your questions concerning Vancouver's and its bid partners' desire to become a Host City in the United Bid with the ultimate goal of hosting 2026 FIFA World Cup matches. As you know, an expedited bid process was requested by the United Bid Committee (UBC) in order to best position the North American bid for success and avoid a prolonged process. However this has proved a significant challenge for all levels of government to realize the obligations and commitments requested by FIFA.

City staff working on the project have kept their provincial counterparts up to date on the bid process, and all bidding cities in Canada continue to work collaboratively together for the common goal of securing Canada's participation in hosting the World Cup. As a City, we recognize that the City of Vancouver cannot move forward without the Province of British Columbia and the Government of Canada's support.

At this stage we are not aware that Canada has formally communicated any decision to financially support the Provinces or bid cities, nor to even submit the Government Guarantees required by FIFA for Canada to submit its portion of a compliant bid to the UBC. We understand that Prime Minister Justin Trudeau did meet with CONCACAF President, Victor Montagliani and FIFA President, Gianni Infantino in Davos during a recent business trip. It was indicated to bid cities that support in principal was discussed, but no announcements or confirmations have been made.

In an effort to put pressure on Canada to address the lack of clear understanding of what the level of Government of Canada support will be, the City of Vancouver has:

- Participated in weekly calls with each candidate host city staff (including Edmonton, Toronto and Montreal), the respective provinces (including British Columbia, Alberta, Ontario and Quebec) and the Federal Government represented by Sport Canada
- Written a formal letter to Prime Minister Justin Trudeau from the Mayor of Vancouver (dated December 15, 2017 - copy provided)
- Co-signed a letter to Prime Minister Justin Trudeau with all candidate host city mayors (dated January 25, 2018 - copy provided)

No formal request of support has been presented to the Province to date, but we have requested that the Province review the Government Guarantees to confirm the obligations that fall within the Province's jurisdiction.

The following is a summary of responses to the questions that were proposed in your letter dated February 21, 2018:

s.13,s.16

Page 075

Withheld pursuant to/removed as

s.16;s.13

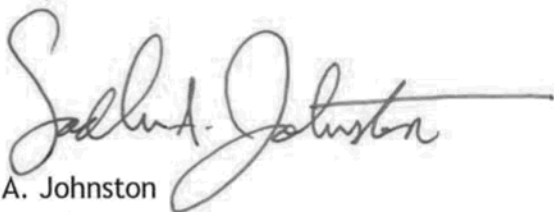
We thank the Province of British Columbia and Minister Beare for the letter of support-in-principle that was provided on September 12, 2017 and acknowledge the requirement for a bona fide business plan detailing the operational and financial obligations and risks associated with Vancouver's and British Columbia's successful hosting of this event. Unlike our previous experience in supporting and hosting the 2015 FIFA Women's World Cup, FIFA has structured this world cup so it retains complete control over all expenses and revenues and simply requires the candidate country and its sub-national bid partners to provide the requisite government services and guarantees.

Thus, there is no business plan which can be provided as the bid requirement is essentially for Canada, the 4 candidate bid provinces, the 4 candidate host cities, stadia, training sites and airports to irrevocably agree to provide the necessary government support services/access government infrastructure and there is no money intended to be paid or by FIFA for anything (except stadia and training site rental fees).

Moreover, given that the event is to occur in 2026, estimating the costs of major obligations such as security is extremely challenging for all levels of government.

We will continue to support your Ministry and all of our bid partners in this challenging and expedited process and look forward to sharing further information with you as best we can.

Yours truly,

A handwritten signature in black ink, reading "Sadhu A. Johnston". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sadhu A. Johnston
City Manager

tel: 604.873.7627
sadhu.johnston@vancouver.ca

Ref: 30707

February 23, 2018

Honourable Lisa Beare
Ministry of Tourism, Arts and Culture
PO Box 9846 Stn Prov Govt
Victoria, BC
V8W 9T2

s.13,s.16



Yours truly,

Gregor Robertson
Mayor, City of Vancouver

Page 079 to/à Page 091

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s.14;s.13

Page 092 to/à Page 095

Withheld pursuant to/removed as

s.14;s.13;s.17

August 10, 2017

Sandra Carroll
Deputy Minister
Ministry of Tourism, Arts and Culture
PO Box 9846 Stn Prov Govt
Victoria, BC
V8W 9T2

Dear Deputy Minister Carroll :

RE: Request for Letter of Support

On April 10th, 2017, Canada, Mexico and the United States made an historic announcement of the three countries' intent to put forward a unified bid to co-host the 2026 FIFA World Cup. On July 6th, Canada Soccer, the Football Federation of Mexico and the United States Soccer Federation revealed the formation of the 2026 United Bid Committee.

The City of Vancouver, along with eight other Canadian cities including: Calgary, Edmonton, Hamilton, Montreal, Ottawa, Regina, Toronto and Winnipeg; have been invited to submit a response that will help the United Bid Committee to gain a detailed understanding of each potential candidate city.

The Request for Information issued by the United Bid Committee includes details on potential host stadiums, training sites, accommodation options and current local sustainable event management practices. Financial and budgetary information is not being provided at this time.

Led by our Sport Hosting team, the City of Vancouver will submit its response in early September, meeting the deadline set by the United Bid Committee. Canada Soccer has led conversations with the Federal Government and Sport Canada throughout their process. We have engaged with the Sport Branch and are now seeking a letter of formal support to include in our submission.

We believe the City of Vancouver is a strong candidate in this process, given our support of soccer, legacy building initiatives, stadium facilities and the related tourism infrastructure already in place.

On behalf of the City of Vancouver, we would like to request a formal letter of support from the Provincial Government. Our staff will work with your team provide any additional details and materials required to demonstrate your support. Entering the candidate process with Provincial Government partners' support shows a strong and united value proposition from Vancouver.

The City of Vancouver appreciates your support in this process.

Yours truly,

A handwritten signature in black ink, appearing to read 'Sadhu A. Johnston', with a long horizontal flourish extending to the right.

Sadhu A. Johnston
City Manager

453 West 12th Avenue, Vancouver, BC V5Y 1V4
tel: 604.873.7627
fax: 604.873.7641
sadhu.johnston@vancouver.ca

Page 098 to/à Page 116

Withheld pursuant to/removed as

s.14;s.13

SCHEDULE 4.b

GOVERNMENT GUARANTEES

1. Overview of Government Guarantees

FIFA Explanation #1: Purpose and Importance of Government Guarantees

An event of the magnitude of the FIFA World Cup cannot be organised without the broad support of the relevant government authorities in the Host Country.

Each of the Hosting Associations, as condition for their appointment to co-organise the to host and stage the Competition together with FIFA,, is required to engage and secure the full support from the governmental authorities on the federal, state and municipal level in the respective Host Country. This comprises the issuance of Government Guarantees, the provision of operational and administrative support as well as the commitment to further matters by the Government and the Host City Authorities.

Due to the unique scope of the FIFA World Cup operations and the exceptional nature of the FIFA World Cup being a sporting event with global significance and impact, the issuance of specific Government Guarantees by the Government with the content set forth in this Schedule 4.d is essential to establish a legal framework that will enable FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries to successfully host and stage the FIFA World Cup in the Host Country.

Existing and generic laws and regulations in the Host Country do not generally establish a sufficient legal framework in this regard. To ensure the implementation, performance and enforcement of such specific Government Guarantees, if and to the extent necessary, the Government is requested to take any steps necessary to conduct legislative proceedings for the enactment of any and all requisite special laws, regulations and ordinances.

Operational Support:

FIFA , the 2026 FWC Entity and the 2026 FWC Subsidiaries must rely on the provision of public services in connection with the Competition. This includes support in areas such as security, immigration, issuance of visa and work permits, customs services as well as the availability of public transport and other event infrastructure.

Administrative Support:

Each of the Hosting Associations is required to ensure in the respective Host Country a sufficient level of administrative support by all involved governmental authorities for the overall coordination of all government matters, including all appropriate measures for the implementation of such support.

Fiscal Support:

Amongst FIFA's main statutory objectives are the development of football and the hosting and staging of football-related events. Fulfilling such statutory objectives is only possible thanks to the global generation of revenues which are used to finance such statutory objectives and the administration necessary for their organisation and operation. As such, FIFA qualifies as a non-for-profit association, but all profits globally generated by FIFA remain subject to the ordinary taxation regime for associations in Switzerland.

The FIFA World Cup has a unique character as well as a very specific organisational and legal structure due to the long period required for the preparation in comparison to a short Competition

Period of only a few weeks. Based on these specifics, the preparation, operation and winding-up of the FIFA World Cup requires the enduring fiscal support from the Government and the Host City Authorities to limit taxation outside of Switzerland and facilitate fiscal procedures in the Host Country.

Further Matters:

Each of the Hosting Associations is required to collect in the respective Host Country from the Government in all candidate Host Cities and the Host City Authorities statements documenting their commitment to fully support FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries and the Hosting Associations in their efforts to achieve that the hosting and staging of the Competition does not involve adverse impacts on internationally recognised human rights, including labour rights.

The Hosting Associations have undertaken to submit a Joint Bid to co-organise the Competition across the Host Countries. In order to successfully co-organise the Competition across the Host Countries, a close cooperation and coordination with, the Governments of all Host Countries is necessary to optimise the operational, administrative and fiscal support.

Subject to the FIFA Council's final decision, FIFA is entitled to award, and the Hosting Associations shall in such case accept the co-organisation of, an additional FIFA competition, such as parts of the preliminary competition of the FIFA World Cup as test for the Competition. The format and dates of such test event will be determined by the FIFA Council, whereas it is expected that the test event will be staged in one or all of the Host Countries.

s.13,s.16

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s.16;s.13

Government Guarantee #1: Visas, Permits, Immigration, Check-in Procedures

FIFA Explanation #3: Visas, Permits, Immigration, Check-in Procedures

Due to the fact that the FIFA World Cup™ is a sports event of global extension at which teams of all 211 FIFA national associations may participate and with enormous organisational challenges, it is expected that a large number of individuals will enter and exit the Host Country. As in detail explained in Section B of this Government Guarantee #1, this comprises:

- a) Individuals involved in the preparation and organisation of the Competition throughout the entire preparation phase;*
- b) Individuals involved in the preparation of the stay of the teams participating in the Competition in the year prior to the Competition; and*
- c) Individuals entering, and traveling across, the Host Countries at the occasion of the Competition.*

In order to capture the needs of the respective individuals, the Government is requested to generally establish a visa-free environment or to facilitate existing visa procedures for such individuals. In any case, any visa procedures must be applied in a non-discriminatory manner.

With respect to individuals entering, and traveling across, the Host Country at the occasion of the Competition, the success of the Competition and the reputation of the Host Countries achieved through the hosting of the Competition mainly depend on the ability of fans and other individuals to easily visit the Host Countries (also on a short notice) in connection with the Competition. However, it is understood that such accessibility of the Host Countries shall by no means adversely affect the national immigration and security standards in the Host Countries.

Furthermore, in order to support the preparation, organisation, hosting and staging of the Competition and Competition-related Events, the Government shall ensure that certain individuals are provided with facilitated immigration/entry, exit and check-in procedures, such as fast track lanes and further dedicated services. In particular, the individuals involved in the preparation and organisation of the Competition shall be enabled to carry out their duties in an efficient manner.

Page 129 to/à Page 131

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s.16;s.13

Government Guarantee # 2: Work Permits & Labour Law

FIFA Explanation #4: Government Guarantee on Entitlement to Work Permits & Labour Law Exemptions and Procedures

The complex and unique nature of the preparation and organisation of the FIFA World Cup, in particular during the Competition, requires a legal environment allowing FIFA and other relevant entities to source employees and other personnel, in particular experts on a temporary basis from all over the world in order to ascertain that FIFA can ensure the involvement of the necessary distinguished personnel in all relevant areas. Therefore, the Government is requested to guarantee the issuance of valid work permits unconditionally and without any restriction or discrimination of any kind.

Further, it is necessary to ensure that all individuals involved in the operational activities of the Competition and/or a Competition-related Event are able to fulfil their tasks in an effective and flexible manner as and when needed. For operational reasons, in particular during the period of the Competition, it will not be possible for all individuals involved in the preparation, organisation and staging of the Competition and/or a Competition-related Event to fully adhere to all applicable regulations under labour law and other related legislation in the Host Country. Therefore, the Government is requested to grant accordant exemptions from labour law and other legislation as set forth in Section C. 1) below. Such exemptions shall:

- a) not undermine or compromise the Government's commitment to respecting, protecting and fulfilling human rights, including labour rights, in connection with the hosting and staging of the Competition, with particular attention to labour rights (including those of migrant workers), rights of children, gender and other forms of discrimination and freedom of expression and peaceful assembly;*
- b) only apply to companies and personnel directly involved in the preparation, organisation, hosting and staging of the Competition and/or a Competition-related Event during such times described in Section C. 2) (i) below; and*
- c) not apply to any other companies and personnel, in particular companies or workers involved in connection with the construction and operation of general infrastructure (e.g. airports, train stations, etc.), the construction of stadiums and further Competition sites or the construction and operation of hotels.*

In order to manage and implement such work permit processes and other labour law-related issues efficiently, the Government is further requested to adopt an appropriate fee system for the issuance of work permits as set forth in Section D below and to provide appropriate administrative assistance.

s.13,s.16

Page 133 to/à Page 134

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s.16;s.13

Government Guarantee # 3: Tax Exemptions and Foreign Exchange Undertakings

FIFA Explanation #5: General Background of this Government Guarantee

FIFA is an association under Swiss law and world governing body of the sport of Association Football. Under Swiss law, an association is prevented to pay dividends or similar profit participations to its members. All profit must be used for, and in line with, the statutory objectives of the association.

FIFA assembles members from 211 countries and conducts its statutory activities across the globe. Amongst FIFA's main statutory objectives are the development of football and the hosting and staging of football-related events. Fulfilling such statutory objectives is only possible thanks to the global generation of revenues which are used to finance such statutory objectives and the administration necessary for their organisation and operation. As such FIFA qualifies as a non-for-profit association.

Notwithstanding such status, any and all revenues globally generated by FIFA through its activities, amongst others through the hosting and staging of the FIFA World Cup, including all revenues generated in the Host Country remain subject to the ordinary taxation regime for associations in Switzerland. This taxation regime duly considers the specific situation of FIFA as association with a four-year accounting cycle.

Furthermore, the FIFA World Cup represents the main activity of FIFA. In connection with the FIFA World Cup, FIFA has to generate all revenues for financing the FIFA World Cup and its other activities. This includes the promotion and improvement of the game of football globally through development programmes, the promotion of integrity, ethics and fair play in the game of football and the organisation of its other international football competitions. Any tax costs imposed onto FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary in relation to the organisation of the FIFA World Cup, may limit FIFA's ability to finance the organisation and administration of such statutory activities.

The FIFA World Cup is a major sporting event raising global attention to the Host Country and the other co-host countries and providing the ability for significant financial investments in sports and public infrastructure. Such global attention and investments may contribute to significant mid- and long-term social economic benefits for the Host Country and the other co-host countries as well as economic growth. Based thereon, the FIFA World Cup represents an event of national importance and public interest, which justifies the grant of a tax exemption in connection with the Competition.

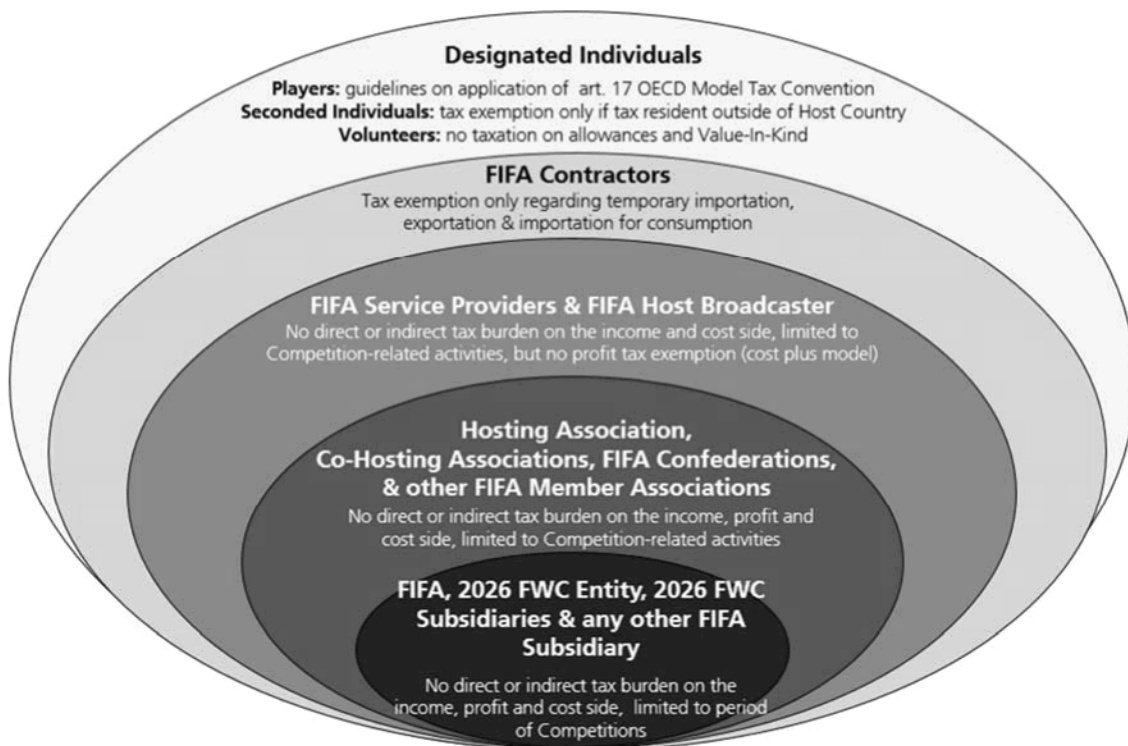
To avoid indirect taxation costs for FIFA, Government Guarantee #3 requests the Government to provide a limited tax exemption also to certain third parties involved in the hosting and staging of the Competition and Competition-related Events. This includes the Hosting Association, the Co-Hosting Associations, FIFA Confederations, FIFA Member Associations, the FIFA Host Broadcaster, FIFA Service Providers, FIFA Contractors and certain designated individuals. The scope and extent of such limited tax exemption relates to the nature and form of involvement of entities and individuals in the hosting and staging of the Competition and Competition-related Events. For that reason, the relevant entities and individuals are divided in the so-called "circles" as explained in Sections B. to F of this Government Guarantee #3 and illustrated in the graphic

below this FIFA Explanation #5.

This Government Guarantee #3 is not intended to provide any tax benefits for activities not related to the Competition and Competition-related Events, or any Profit Tax advantages for commercially-oriented entities or full Tax exemptions of individuals on their ordinary salaries.

Furthermore, the legal effect of all tax exemptions required under this Government Guarantee #3 is limited to certain periods where Competition-related activities are envisaged. The only exception for the limitation in time are payments relating to the FIFA World Cup legacy remaining in the Host Country after the FIFA World Cup.

To implement this Government Guarantee #3, the Government is requested to provide simple administration procedures and prioritised administrative support from the competent authorities.



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FIFA Explanation #6: FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary Full Tax Exemption – Circle 1

To meet the general purpose of this Government Guarantee #3 as described in FIFA Explanation #5 above, the Government shall grant a general Tax exemption for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary limited to the period of preparation, delivery and wrap-up of the Competition, commencing on the date of appointment of the Host Country and ending on 31 December 2027. Such duration of the Tax exemption shall only be extended to the extent necessary for any payments in cash or otherwise (e.g. through delivery of goods and services) in connection with the 2026 FIFA World Cup™ legacy project(s) which may be established by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary.

The general Tax exemption for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary shall comprise all Taxes which may be applicable in the Host Country. The sole exception to such general Tax exemption is a taxation on the sale of Tickets to third parties (i.e. Tickets not used by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any other FIFA Subsidiary for its own purposes), but limited to VAT, sales tax or the like at a unified rate of a maximum of 10%. No other Taxes shall be charged on any revenues or profits generated through the sale of Tickets.

Please note that FIFA's, the 2026 FWC Entity's, the 2026 FWC Subsidiaries' and FIFA Subsidiaries' activities in the Host Country will be limited to activities related to the Competition, the Competition-related Events or other activities in line with the FIFA Statutes (including the promotion and improvement of the game of football globally through development programmes, the promotion of integrity, ethics and fair play in the game of football and the organisation of its other international football Competition). FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary will in particular not carry out any commercial activity not related to the Competition, the Competition-related Events or other statutory activities.

s.13,s.16

FIFA Explanation #7: Full Tax Exemption for Hosting Association, Co-Hosting Associations, FIFA Confederations and FIFA Member Associations relating to the Competition and/or the Competition-related Events – Circle 2

To meet the general purpose of this Government Guarantee #3 as described in FIFA Explanation #5 above, the Government shall grant a general Tax exemption for the Hosting Association, the

Co-Hosting Associations, FIFA Confederations and FIFA Member Associations during specific periods as set forth in Section C. below. With respect to the Hosting Association, the Co-Hosting Associations, such duration of the Tax exemption shall be prolonged to the extent necessary for any payments in cash or otherwise (e.g. through delivery of goods and services) in connection with the 2026 FIFA World Cup™ legacy project(s) which may be established by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary.

The general Tax exemption for the Hosting Association, the Co-Hosting Associations, FIFA Confederations and FIFA Member Associations shall be limited to taxable events directly or indirectly related the Competition and/or the Competition-related Events.

The Hosting Association and the Co-Hosting Associations assume certain responsibilities in relation to the hosting and staging of the Competition and certain Competition-related Events. To finance such activities, these entities directly and indirectly receive significant financial support from FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or other FIFA Subsidiary in cash or otherwise (e.g. through delivery of goods and services). Any taxation on such financial funding by FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary or the Competition-related activities by such entities would result in indirect taxation costs for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any other FIFA Subsidiary.

FIFA Confederations and FIFA Member Associations are bodies qualifying as a non-for-profit associations in their respective country with statutes principally aligned with the FIFA Statutes, in particular with the statutory obligation to use all their revenues for the development of football and the organisation of football-related events.

s.13,s.16

FIFA Explanation #8: Limited Tax Exemption of FIFA Host Broadcaster and FIFA Service Providers– Circle 3

To meet the general purpose of this Government Guarantee #3 as described in FIFA Explanation #5 above, the Government shall grant a limited Tax exemption as described in Section D. below for the FIFA Host Broadcaster and FIFA Service Providers during a period commencing on 1 January 2022 and ending on 31 December 2027.

Due to its complex and unique structures, the FIFA World Cup is an event which requires goods and services to be specifically tailored for the event and including elements of guaranteed cost coverage (cost-plus type of compensation mechanism), partially combined with a mark-up element or a profit share mechanism. As part of the Competition-related operations, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary may instruct the FIFA Host Broadcaster and FIFA Service Providers to deliver goods and services needed for the Competition and Competition-related Events not only to FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any other FIFA Subsidiary, but also directly to the Hosting Association or the Co-Hosting Associations, to other FIFA Service Providers, other FIFA Contractors and/or to different regions/places in the Host Country. There will be a multitude of cooperation and delivery structures in relation to the Competition and Competition-related Events.

Any taxation on the provision of such goods and services and/or related activities would result in indirect taxation costs for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or any other FIFA Subsidiary. However, the Tax exemption does not prevent a regular taxation of profits generated

by such entities or salaries and wages of their employees. The Tax exemption shall not be made conditional upon establishing a special purpose vehicle for carrying out the related activities.

For the sake of clarity, please note that the FIFA Host Broadcaster is not to be confused with FIFA Media Rights Licensees. Whilst the FIFA Host Broadcaster is a specialised FIFA Contractor with specific tasks, in particular the production of the audio-visual basic feed of the Matches and other events, the FIFA Media Rights Licensees are the entities which are entitled by FIFA to transmit the audio-visual feed of the Matches in the defined territories.

s.13,s.16

FIFA Explanation #9: Limited Tax Exemption of FIFA Contractors – Circle 4

To meet the general purpose of this Government Guarantee #3 as described in FIFA Explanation #5 above, the Government shall grant a limited Tax exemption as described in Section E. below for FIFA Contractors other than the FIFA Host Broadcaster and FIFA Service Providers during a period commencing on 1 January 2022 and ending on 31 December 2027.

In essence, such entities shall be exempted from Taxes levied on the importation, exportation and transportation of goods and services as well as the transfer of rights, related to the Competition and Competition-related Events. This concerns (i) consumable goods; (ii) temporarily imported durable goods; as well as (iii) imported durable goods left in the Host Country as donations to qualified third parties.

With a view to the large quantity of goods and services imported and distributed in the Host Country during a very short period, it is in particular important that all such parties shall benefit from simple administration procedures and prioritised administrative support from the competent authorities.

All FIFA Contractors, in particular all domestic and international FIFA Media Rights Licensees and FIFA Commercial Affiliates shall only benefit from this limited Tax exemption provided that, and to the extent, they provide goods and services related to the Competition and Competition-related Events. With this respect, such FIFA Contractors act comparable to FIFA Service Providers with the effect that any taxation on the provision of such goods and services and/or related activities would result in indirect taxation costs for FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and/or any other FIFA Subsidiary.

FIFA Explanation #10: Limited Tax Exemption for Designated Individuals – Circle 5

With respect to the taxation of certain designated individuals, the Government shall grant a limited Tax exemption as described in Section F. below ensuring taxation procedures which (i) are in line with the regulations of the OECD Model Tax Convention; and (ii) support attracting the Competition and Competition-related Events to Volunteers. Furthermore, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries and any other FIFA Subsidiary as well as all designated individuals shall benefit from simple administration procedures and prioritised administrative support from the competent authorities.

The limited Tax exemption for designated individuals comprises the following benefits:

- The salaries and further payments effected by foreign entities to any non-resident individuals – with the sole exception of players – who enter and leave the Host Country within the period commencing 35 (thirty-five) days before the first match of, and ending 35 (thirty-five) days after the final match of any Competition shall be exempt from any taxation in the Host Country. Such exemption is in line with the 183-days-rule established by article 15 of the OECD Model Tax Convention. Such Tax exemption also applies for referees and individuals forming part of team delegations (e.g. doctors, coaches, masseurs, etc.).*
- With respect to the taxation of players, to avoid complex Tax declaration procedures and legal uncertainties, the Tax exemption shall narrow the interpretation of article 17 of the OECD Model Tax Convention and the taxation of players shall be limited to base compensation and prize money paid to the players by FIFA Member Associations in relation to the players' participation in the Competition.*
- All compensation in cash or otherwise (e.g. through delivery of goods and services) to Volunteers shall be Tax exempt. The organisation of major sport events like the Competition is not possible without the support of Volunteers. Volunteers do not receive compensation comparable to a salary or service fee, but only contributions in kind such as a uniform, clothes, food, reimbursement of travel expenses and daily allowances, as well as the opportunity to attend specific events or Matches. Depending on their functions, they may receive some small additional compensation.*

However, with the sole exception of the Tax exemption granted for Volunteers, this Section F. is not intended to provide any Tax benefits for resident individuals. In particular, local employees of FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries, any other FIFA Subsidiary, the Hosting Association and the Co-Hosting Associations shall be subject to the ordinary taxation regime.

s.13,s.16

FIFA Explanation #11: Foreign Exchange Undertakings

The FIFA World Cup is a sports event of global extension at which teams of all 211 FIFA national associations may participate and business transactions of various entities and individuals from all over the world as listed in Section G. below will take place in connection with the Competition and

the Competition-related Events. Therefore, the Government is requested to ensure during specific periods as set forth in Section G. below that the unrestricted import and export of all foreign currencies to and from the Host Country by means of bank transfer as well as the unrestricted exchange and conversion of all foreign currencies into local currency, US dollars, Euros or Swiss francs is unrestricted, not subject to any Taxes in the Host Country and in line with the conditions prevailing on the international foreign exchange market.

Such guarantee aims to facilitate the financial transactions by bank transfers in connection to the Competition and shall by no means limit or restrict the applicability of laws and regulations in the Host Country to prevent money laundry.

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Government Guarantee # 4: Safety and Security

FIFA Explanation #13: Safety and Security Requirements

Due to the magnitude of the FIFA World Cup and the global public interest vested in the event, attracting millions of national and international spectators to attend Matches in the stadiums and to visit the host cities coming from all over the world to the Host Country, safety and security forms an essential part of the Competition operations.

Security operations in connection with the Competition are not limited to the stadiums but extend to any further locations used for the Competition across the entire Host Country, such as training sites, team base camps, official hotels, accreditation centres, media and other event centres, international broadcast centre, FIFA Fan Fest sites, airports, train and other public transportation stations and further transportation hubs. In order to achieve the best possible security environment for the Competition, the Government is requested, at its own costs, to assume full responsibility for the safety and security of the Competition and the Competition-related Events as described in Sections B. and C. below. This includes to develop a security strategy and concept (in close co-operation with further state, regional and municipal governmental enforcement authorities in the Host Country), to implement the necessary security measures and to assume liability for safety and security incidents.

With respect to the safety and security at certain sites and locations used for the Competition, FIFA will also develop concepts fully integrated into the overall framework safety and security concept for the Competition.

s.13,s.16

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Government Guarantee # 5: Protection and Exploitation of Commercial Rights

FIFA Explanation #14: Background on Commercial Rights of FIFA

Through the commercialisation of the Marketing Rights, Media Rights, Ticketing rights and all further commercial rights related to the FIFA World Cup and its global exploitation, FIFA generates the vast majority of all its financial income which enables FIFA to fulfil its tasks pursuant to article 2 of the FIFA Statutes, such as the promotion and improvement of the game of football globally through development programs, the promotion of integrity, ethics and fair play in the game of football and the organisation of its own competitions. It is, therefore, of paramount importance that FIFA is in the position to fully and freely exploit and exercise its commercial rights and that such rights are best possibly protected in the Host Country.

Based thereon, in this Government Guarantee the Government is requested to acknowledge FIFA's unrestricted and inclusive ownership of any commercial rights in relation to the Competition and to support the protection of FIFA's unrestricted and inclusive ownership.

There shall be no legal restrictions and prohibitions in the Host Country to exploit and exercise any commercial rights in relation to the Competition. With this respect, in particular no legal restrictions or prohibitions shall apply regarding the advertising and consumption of goods and services in the stadiums and other sites used for the Competition.

FIFA needs to conduct the FIFA World Cup operations and exercise its commercial rights in a specific manner resulting from the unique nature of, and global attention to, the FIFA World Cup, which is required to meet the expectations of football fans and allow the full engagement of all relevant stakeholders inside and outside of the Host Country.

Without the financial contributions made by the FIFA Commercial Affiliates, the preparation, hosting and staging of the Competition would not be possible for FIFA. Therefore, FIFA should benefit from facilitated administrative procedural measures necessary to register and protect its commercial rights also in the Host Country through Competition Marks and Intellectual Property Rights.

Finally, the Competition shall benefit from a special protected status or such other administrative and legal measures effectively protecting FIFA against any unauthorised association with, or undue exploitation of, the Competition or other ambush marketing activities. For instance, FIFA needs full legal and administrative support in relation to the sale and use of Match tickets in order to make available as many tickets as possible to football fans at affordable prices which are determined by FIFA below the real market price. Consumers intending to visit the Host Country and attend the Competition shall be best possibly protected against any detrimental interference caused by consumer fraud and further black market activities, by prohibiting the secondary ticket market in relation to the Competition.

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Government Guarantee # 6: Telecommunication and Information Technology

FIFA Explanation #16: Background on Telecommunication and IT Requirements

The FIFA World Cup is a sporting event with global significance and impact to football fans inside and outside of the Host Country. The operations of the FIFA World Cup and in particular the technical solutions implemented in relation to it, must meet the highest international quality level to maintain and further develop this unique status of the FIFA World Cup. This, in particular, is required to ensure an uninterrupted worldwide media transmission of all Matches meeting the highest quality standards by any technical means and on all platforms. Only such high-quality dissemination of the Competition on a global basis by any technical means and on all platforms enables the Host Country to reach its strategy and vision and related objectives.

Therefore, it is important that every edition of the FIFA World Cup is, by all means, of the highest possible international technical and infrastructural standard at the time of its staging. In particular, without the highest international quality of telecommunication and IT infrastructure available in the Host Country, the FIFA World Cup would lose its outstanding significance not only for the global football fans and all relevant stakeholders, but also for the development and implementation of innovative and state-of-the-art technical solutions inside and outside of the Host Country.

The scope of this Government Guarantee encompasses the relevant elements of the telecommunications and IT infrastructure, products and services requirements throughout the preparation, hosting and staging of the Competition and may foster the positive legacy effect of the FIFA World Cup in the Host Country as the implemented telecommunications and IT infrastructure and related expert capabilities will remain in the Host Country and its industry long after the conclusion of the FIFA World Cup.

This Government Guarantee shall be issued regardless of whether the Government or any privately owned third party is responsible for the telecommunication and IT infrastructure in the Host Country. In the latter case, the Government shall issue this Government Guarantee and shall secure corresponding undertakings and guarantees by the relevant third parties as applicable.

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Government Guarantee # 7: Waiver, Indemnification and other Legal Issues

FIFA Explanation #17: Background on Government Guarantee #7

An event of the magnitude of the FIFA World Cup cannot be organised without the broad support of the relevant government authorities in the Host Country. Therefore, FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries must obtain the broadest level of legal protection and certainty related to the issuance and implementation of the Government Guarantees to ensure the best possible hosting conditions allowing FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries to make the necessary investments for staging and hosting the Competition in the Host Country.

In particular, FIFA, the 2026 FWC Entity and the 2026 FWC Subsidiaries shall not be factually or legally prevented from, or limited to, exercise any of their contractual rights under the hosting agreement with the Hosting Association or any other contractual agreements with further stakeholders by virtue of the Government Guarantees, nor any claims against, or any other legal exposure of, FIFA, the 2026 FWC Entity, the 2026 FWC Subsidiaries or further stakeholders in connection therewith.

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GOVERNMENT DECLARATION

GOVERNMENT DECLARATION

[Official Letterhead of the Government of the Host Country]

Fédération Internationale de
Football Association (FIFA)
FIFA President
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

[Place/date]

Government Declaration relating to 2026 FIFA World Cup™ and FIFA World Cup Tests

Dear Mr President

On behalf of the Government and all local, regional or national governmental authorities in *[Name of Host Country]*, we very much welcome the possibility that the 2026 FIFA World Cup™ and the FIFA World Cup Tests may be staged in *[Name of Host Country]* and, in this regard, we hereby declare the following:

- (i) *[Name of Host Country]* will welcome the presence of FIFA, all member associations of FIFA and all visitors from around the world in *[Name of Host Country]* in connection with the 2026 FIFA World Cup™ and its ancillary events as well as the FIFA World Cup Tests (such as parts of the preliminary competition of the 2026 FIFA World Cup™) (the "Competition"). In particular *[Name of Host Country]* guarantees that the national anthem of each competing team may be played before kick-off at every match and before and during any other event or ceremony in relation with the Competition as well as that the national flag of each competing team may be flown and/or displayed inside the stadiums and that there shall be no discrimination of whatever nature.
- (ii) *[Name of Host Country]* will fully support FIFA and its subsidiaries established in *[Name of Host Country]* as well as the *[Name of the national football association in the Host Country]* and the co-hosting *[Name of the national football associations in the Co-Host Countries]*,

and their dedicated subsidiaries ("Hosting Associations") in connection with the hosting and staging of the Competition.

- (iii) The Government will fully support FIFA and the Hosting Associations in their efforts to achieve that the hosting and staging of the Competition and any legacy and post-event related activities do not involve adverse impacts on internationally recognised human rights, including labour rights.
- (iv) The Government is committed to respecting, protecting and fulfilling human rights, including labour rights, in connection with the hosting and staging of the Competition and any legacy and post-event related activities, with particular attention to the provision of security, potential resettlement and eviction, labour rights (including those of migrant workers), rights of children, gender and other forms of discrimination and freedom of expression and peaceful assembly, and will ensure that access to effective remedies is available where such adverse impacts do occur, including judicial and non-judicial complaint mechanisms with the power to investigate, punish and redress human rights violations..

Government of **[Name of Host Country]**

[Signature]

Date/Place

*[Name and function of the under-
signing person in printed letters]*

[Signature]

Date/Place

*[Name and function of the under-
signing person in printed letters]*

[Official stamp has to be provided]

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s.14;s.13

Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Sunday, March 4, 2018 6:24 PM
To: Knoblauch, Lauren AG:EX
Subject: Fw: Action Items - outstanding - FIFA 2026 WC bid

Will phone later on your question. D

Sent from my BlackBerry 10 smartphone on the Rogers network.

From: Carroll, Sandra TAC:EX
Sent: Sunday, March 4, 2018 6:16 PM
To: Foster, Doug FIN:EX
Subject: Re: Action Items - outstanding - FIFA 2026 WC bid

s.13

Sent from my iPhone

On Mar 4, 2018, at 4:28 PM, Foster, Doug FIN:EX <Doug.Foster@gov.bc.ca> wrote:

s.13

d.

From: Knoblauch, Lauren JAG:EX
Sent: Sunday, March 4, 2018 4:08 PM
To: Foster, Doug FIN:EX; Carroll, Sandra TAC:EX; Avison, Claire TAC:EX
Cc: Ferguson-Martin, Chris JAG:EX; Glover, Joanne JAG:EX
Subject: Action Items - outstanding - FIFA 2026 WC bid
Importance: High

All:

s.13,s.14,s.16

L.
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Lauren Knoblauch, Supervising Solicitor
Legal Services Branch
Ministry of Attorney General
Province of British Columbia

tel: 250 356-5744
fax: 250 387-1010

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Justesen, Josh T FIN:EX

From: Avison, Claire TAC:EX
Sent: Sunday, March 4, 2018 6:47 PM
To: Carroll, Sandra TAC:EX
Cc: Knoblauch, Lauren AG:EX; Foster, Doug FIN:EX; Ferguson-Martin, Chris AG:EX; Glover, Joanne AG:EX
Subject: Re: Action Items - outstanding - FIFA 2026 WC bid

I've already sent call in details

Sent from my iPhone

On Mar 4, 2018, at 6:44 PM, Carroll, Sandra TAC:EX <Sandra.Carroll@gov.bc.ca> wrote:

Just quick updates below. It has been an active day for this file.
Doug and I will be on a second call at 10 am Monday with the feds/cities/sport Canada and the CSA which is why call at noon.
I will have my office send out dial in details in the am.

From: Avison, Claire TAC:EX
Sent: Sunday, March 4, 2018 6:25 PM
To: Knoblauch, Lauren JAG:EX <Lauren.Knoblauch@gov.bc.ca>; Foster, Doug FIN:EX <Doug.Foster@gov.bc.ca>; Carroll, Sandra TAC:EX <Sandra.Carroll@gov.bc.ca>
Cc: Ferguson-Martin, Chris JAG:EX <Chris.FergusonMartin@gov.bc.ca>; Glover, Joanne JAG:EX <Joanne.Glover@gov.bc.ca>
Subject: RE: Action Items - outstanding - FIFA 2026 WC bid
Hi Lauren – will set up a call for noon tomorrow to talk about the items you've set out below as outstanding. Sandy is fully booked but will move a few things around to make that time work. Will send call in details.
Claire Avison | Assistant Deputy Minister | Ministry of Tourism Arts and Culture | Cell: 250-217-9059 | claire.avison@gov.bc.ca

From: Knoblauch, Lauren JAG:EX
Sent: Sunday, March 4, 2018 4:08 PM
To: Foster, Doug FIN:EX; Carroll, Sandra TAC:EX; Avison, Claire TAC:EX
Cc: Ferguson-Martin, Chris JAG:EX; Glover, Joanne JAG:EX
Subject: Action Items - outstanding - FIFA 2026 WC bid
Importance: High

All:

s.13,s.14,s.16

L.
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Lauren Knoblauch, Supervising Solicitor
Legal Services Branch
Ministry of Attorney General
Province of British Columbia

tel: 250 356-5744
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communication in error, please delete the message, including any attachments, and notify me immediately by email or telephone.

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February 27, 2018

Ms. Sandra Carroll
Deputy Minister
Ministry of Tourism, Arts and Culture
PO Box 9846 Stn Prov Gov't
Victoria, BC V8W 9T2

Dear Deputy Minister Carroll:

RE: FIFA 2026 World Cup - response to ref. 32481

Thank you very much for your questions concerning Vancouver's and its bid partners' desire to become a Host City in the United Bid with the ultimate goal of hosting 2026 FIFA World Cup matches. As you know, an expedited bid process was requested by the United Bid Committee (UBC) in order to best position the North American bid for success and avoid a prolonged process. However this has proved a significant challenge for all levels of government to realize the obligations and commitments requested by FIFA.

City staff working on the project have kept their provincial counterparts up to date on the bid process, and all bidding cities in Canada continue to work collaboratively together for the common goal of securing Canada's participation in hosting the World Cup. As a City, we recognize that the City of Vancouver cannot move forward without the Province of British Columbia and the Government of Canada's support.

At this stage we are not aware that Canada has formally communicated any decision to financially support the Provinces or bid cities, nor to even submit the Government Guarantees required by FIFA for Canada to submit its portion of a compliant bid to the UBC. We understand that Prime Minister Justin Trudeau did meet with CONCACAF President, Victor Montagliani and FIFA President, Gianni Infantino in Davos during a recent business trip. It was indicated to bid cities that support in principal was discussed, but no announcements or confirmations have been made.

In an effort to put pressure on Canada to address the lack of clear understanding of what the level of Government of Canada support will be, the City of Vancouver has:

- Participated in weekly calls with each candidate host city staff (including Edmonton, Toronto and Montreal), the respective provinces (including British Columbia, Alberta, Ontario and Quebec) and the Federal Government represented by Sport Canada
- Written a formal letter to Prime Minister Justin Trudeau from the Mayor of Vancouver (dated December 15, 2017 - copy provided)
- Co-signed a letter to Prime Minister Justin Trudeau with all candidate host city mayors (dated January 25, 2018 - copy provided)

No formal request of support has been presented to the Province to date, but we have requested that the Province review the Government Guarantees to confirm the obligations that fall within the Province's jurisdiction.

The following is a summary of responses to the questions that were proposed in your letter dated February 21, 2018:

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We thank the Province of British Columbia and Minister Beare for the letter of support-in-principle that was provided on September 12, 2017 and acknowledge the requirement for a bona fide business plan detailing the operational and financial obligations and risks associated with Vancouver's and British Columbia's successful hosting of this event. Unlike our previous experience in supporting and hosting the 2015 FIFA Women's World Cup, FIFA has structured this world cup so it retains complete control over all expenses and revenues and simply requires the candidate country and its sub-national bid partners to provide the requisite government services and guarantees.

Thus, there is no business plan which can be provided as the bid requirement is essentially for Canada, the 4 candidate bid provinces, the 4 candidate host cities, stadia, training sites and airports to irrevocably agree to provide the necessary government support services/access government infrastructure and there is no money intended to be paid or by FIFA for anything (except stadia and training site rental fees).

Moreover, given that the event is to occur in 2026, estimating the costs of major obligations such as security is extremely challenging for all levels of government.

We will continue to support your Ministry and all of our bid partners in this challenging and expedited process and look forward to sharing further information with you as best we can.

Yours truly,

A handwritten signature in black ink, reading "Sadhu A. Johnston". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Sadhu A. Johnston
City Manager

tel: 604.873.7627
sadhu.johnston@vancouver.ca

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s.14;s.13

Page 256

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Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:44 AM
To: Wanamaker, Lori FIN:EX
Subject: Fw: FIFA bid - thoughts
Attachments: Copy of FWC 2026 - March 6 draft annex 3.pdf

Sent from my BlackBerry 10 smartphone on the Rogers network.

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:33 AM
To: 'Rehana Din'
Cc: Carroll, Sandra TAC:EX; Knoblauch, Lauren JAG:EX; Avison, Claire TAC:EX
Subject: FIFA bid - thoughts

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Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:52 AM
To: Wanamaker, Lori FIN:EX
Subject: FW: FIFA bid - thoughts

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:52 AM
To: 'Rehana Din'
Cc: Carroll, Sandra TAC:EX; Knoblauch, Lauren JAG:EX; Avison, Claire TAC:EX
Subject: RE: FIFA bid - thoughts

s.13

d.

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:33 AM
To: 'Rehana Din'
Cc: Carroll, Sandra TAC:EX; Knoblauch, Lauren JAG:EX; Avison, Claire TAC:EX
Subject: FIFA bid - thoughts

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d.

Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 9:37 AM
To: Wanamaker, Lori FIN:EX
Subject: FW: FIFA bid - thoughts

From: Carroll, Sandra TAC:EX
Sent: Wednesday, March 14, 2018 9:28 AM
To: Foster, Doug FIN:EX
Cc: Rehana Din; Knoblauch, Lauren JAG:EX; Avison, Claire TAC:EX
Subject: Re: FIFA bid - thoughts
s.13

Sent from my iPhone

On Mar 14, 2018, at 8:51 AM, Foster, Doug FIN:EX <Doug.Foster@gov.bc.ca> wrote:

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d.

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:33 AM
To: 'Rehana Din'
Cc: Carroll, Sandra TAC:EX; Knoblauch, Lauren JAG:EX; Avison, Claire TAC:EX
Subject: FIFA bid - thoughts

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d.

Justesen, Josh T FIN:EX

From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 9:46 AM
To: Knoblauch, Lauren AG:EX; Ferguson-Martin, Chris AG:EX
Cc: Carroll, Sandra TAC:EX; Avison, Claire TAC:EX
Subject: RE: FIFA bid - thoughts
s.13

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From: Knoblauch, Lauren JAG:EX
Sent: Wednesday, March 14, 2018 9:44 AM
To: Ferguson-Martin, Chris JAG:EX; Foster, Doug FIN:EX
Cc: Carroll, Sandra TAC:EX; Avison, Claire TAC:EX
Subject: FW: FIFA bid - thoughts

s.13,s.14

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Lauren Knoblauch, Supervising Solicitor
Legal Services Branch
Ministry of Attorney General
Province of British Columbia

tel: 250 356-5744
fax: 250 387-1010

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From: Foster, Doug FIN:EX
Sent: Wednesday, March 14, 2018 8:33 AM
To: 'Rehana Din'
Cc: Carroll, Sandra TAC:EX; Knoblauch, Lauren JAG:EX; Avison, Claire TAC:EX
Subject: FIFA bid - thoughts
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