

Brisbane 2032 Olympic and Paralympic Games

Intergovernmental Agreement

An agreement between:

- The **Commonwealth of Australia**; and
- The **State of Queensland**

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Preamble

In 2032, Brisbane will become home to the Games of the XXXV Olympiad 2032 and the 2032 Paralympic Games (collectively, Brisbane 2032), becoming the third Australian city to host after Melbourne in 1956 and Sydney in 2000.

Bringing Brisbane 2032 to Australia provides a unique opportunity to engage all Australians in a common purpose to reinforce unity, health and well-being and to celebrate our enduring love of sport.

A significant global event, Brisbane 2032 will create a lasting legacy of social, economic and environmental benefits beyond South East Queensland (SEQ), to regional areas of Queensland and across the nation. It is expected Brisbane 2032 will benefit communities, tourism operators, sporting organisations and local businesses by: stimulating economic growth; creating health and social benefits; aligning with national, state and regional plans; integrating sustainable environmental practices; providing opportunities for attracting new investment; and reinforcing Australia's position as a global sport and events hub. Brisbane 2032 will also leverage complementary investments by the Australian and Queensland Governments, including the SEQ City Deal.

Australia's ability to host a successful Games that is affordable, beneficial and sustainable for Queensland and Australia will be dependent on a genuine partnership between the Commonwealth of Australia and the State of Queensland. This will involve ensuring Brisbane 2032 is delivered in a fiscally responsible manner and in accordance with the "New Norms" required by the International Olympic Committee (IOC), as well as working collaboratively together over the next decade to deliver this momentous event.

This Agreement provides a framework for the Commonwealth and Queensland to establish an enduring partnership and to fund key projects and initiatives which will support the successful delivery of Brisbane 2032 and its benefits. It is also about ensuring that the investments made for the hosting of Brisbane 2032 create a substantial legacy with benefits for communities over the long-term.

PART 1 – Formalities

Parties to this Agreement

1. This Agreement is between the Commonwealth of Australia (Commonwealth) and the State of Queensland (Queensland).

Terms of the Agreement

2. This Agreement will commence as soon as both the Commonwealth and Queensland have signed the Agreement.
3. This Agreement covers the delivery of Brisbane 2032, and will cease on 5 September 2033, on the understanding that the IGA will be extended by the parties, if required, at the time any new schedule, such as on legacy, is agreed, to ensure alignment with the duration of the new schedule.
4. Any provisions of this Agreement, or of a Schedule to this Agreement, dealing with matters of confidentiality, legacy and/or post-2032 Games use and/or disposal of any venue will continue to operate in accordance with their terms notwithstanding the expiry or termination of this Agreement in accordance with clause 3.

Interoperability of the Agreement

5. This Agreement should be read in conjunction with, and does not override, any related legislative obligations, agreements, frameworks and policies.
6. This Agreement has been developed with reference to and is to be read in conjunction with:
 - a. the Brisbane Olympics and Paralympics Games Arrangements Act 2021 (Qld);
 - b. any relevant Commonwealth and Queensland legislation;
 - c. the Olympic Host Contract (OHC) including the final response to the IOC's Future Host Questionnaire;
 - d. any relevant government guarantees provided by the Commonwealth and Queensland Government;
 - e. any Overarching Governance Agreements to which the Commonwealth is a signed party;
 - f. the Intergovernmental Agreement on Federal Financial Relations;
 - g. the Federation Funding Agreements Framework, which governs all Commonwealth-State Funding Agreements, and relevant schedules such as the National Partnership Agreement on Land Transport Infrastructure Projects (2019-2024) and its successors;
 - h. any relevant international agreements, which may be ratified from time to time, including the United Nations Convention on the Rights of Persons with Disabilities; and
 - i. Schedules to this Agreement.

Schedules to this Agreement

7. This Agreement is to be read in conjunction with any Schedules which supplement this Agreement and set out the specific arrangements that have been agreed between the Commonwealth and Queensland.
8. Additional Schedules to this Agreement for the delivery of Brisbane 2032 may also be agreed and entered into by the Commonwealth and Queensland and, once agreed and signed by both, added to this Agreement at any time.

Enforceability of the Agreement

9. The parties do not intend any of the provisions of this Agreement, or any of the Schedules entered into under this Agreement to be legally enforceable. However, that does not lessen the commitment of the parties to this Agreement.

Interpretation of this Agreement

10. In this Agreement:

- a. words in the singular include the plural and words in the plural include the singular;
- b. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- c. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- d. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- e. if there is a conflict between the provisions of this Agreement and the provisions in any of the Schedules, the inconsistency will be resolved in accordance with the process set out in clauses 36 to 39; and
- f. if there is a conflict between the provisions of this Agreement and related Schedule/s and the provisions in any related Federation Funding Agreements (FFAs), then the provisions in the FFA should prevail.

PART 2 – Objectives and outputs

Purpose

11. This Agreement provides the foundation for the Commonwealth and Queensland to work together for the planning and delivery of Games programs and projects with Commonwealth funding contributions and/or involvement and supports the objectives outlined below by setting out:
- a. agreed roles and responsibilities of the Commonwealth and Queensland in relation to funding, governance, decision making, oversight and on matters of shared interest and responsibility in relation to the planning and delivery of Brisbane 2032;
 - b. guiding principles to promote strong collaboration between the parties, which provides a basis to develop and implement schedules and joint ventures related to Brisbane 2032;
 - c. how the Commonwealth and Queensland will be accountable to each other, to their respective parliaments and to the public for the activities (including the provision of funding) contemplated by this Agreement and the Schedules, including assurance that public resources are used properly (that is, efficiently, effectively, economically and ethically) and maintaining a strong focus on value for money);
 - d. a commitment by the parties to delivering Brisbane 2032 in accordance with the IOC's "New Norms" with a focus on affordability, sustainability and long-term development objectives in the delivery of Brisbane 2032;

- e. the agreed approach that program level partnerships between the Commonwealth and Queensland in relation to Brisbane 2032 will be specified in Schedules to this Agreement, which may include but is not limited to venues and legacy; and
 - i. where the Commonwealth will pay Queensland for programs and/or projects under a Schedule to this Agreement, Commonwealth funding to Queensland will be facilitated through a separate FFA.
- f. agreement between parties that management of any program of transport infrastructure works to support Brisbane 2032, will be administered under the existing *National Partnership Agreement on Land Transport Infrastructure (2019-2024)* and its successors, with the option to add a Schedule to this Agreement if needed.

Objectives

12. The parties agree that the objective of this Agreement is to ensure an integrated and collaborative approach by the Commonwealth and Queensland to the successful delivery of Brisbane 2032 that:
- a. maximises economic growth, health and social benefits for Brisbane, SEQ and Australia, through:
 - i. accelerating the delivery of long-term infrastructure plans needed for sustainable growth;
 - ii. showcasing the liveability and vitality of Queensland and Australia;
 - iii. realising the opportunities under the SEQ City Deal;
 - iv. promoting health and wellbeing; and
 - v. embracing an inclusive, diverse and welcoming culture that provides opportunities for all who live in, and visit Australia.
 - b. accords with the IOC's "New Norms" with a focus on affordability, sustainability and long-term development objectives in the delivery of Brisbane 2032;
 - c. provides infrastructure, spaces, services and information which are accessible and inclusive, enabling full, effective and equal participation in Brisbane 2032 and legacy initiatives by all persons, including persons with disability;
 - d. aligns with national, state and regional plans, including advancing the current National Sport Plan (Sport 2030) and any successors, which incorporates four strategic priorities: Building a More Active Australia; Achieving Sporting Excellence; Safeguarding the Integrity of Sport; and Strengthening Australia's Sport Industry;
 - e. delivers an optimal experience for athletes in a safe and secure environment, with a particular consideration for athletes under the age of 18, through a spirit of partnership aligned with IOC and International Paralympic Committee (IPC) objectives;
 - f. reinforces Australia's position as a global sport and events hub, and an exceptional training and competition base for athletes across the world; and
 - g. utilises the call to action through Brisbane 2032 and local and international partnerships to make the world a better place, including:
 - i. targeting a climate positive Games by partnering with the IOC and IPC and engaging with past and future hosts to continue and benefit from their developments;

- ii. implementing a comprehensive Games sustainability strategy aligned with the Brisbane Organising Committee for the 2032 Olympic and Paralympic Games' (OCOG) Sustainability Strategy and applying circular economy principles to all aspects of Brisbane 2032, to showcase Brisbane and SEQ as global leaders in recycling and responsible waste management;
- iii. maximising opportunities for local and small business involvement in the construction of local projects;
- iv. ensuring gender equality and First Nations Australians participation in employment; and
- v. implementing national training, skills and workforce development plans and agreements, including the Australian Skills Guarantee and its successors.

Guiding principles

13. In the spirit of the joint partnership, the parties recognise the following guiding principles, and agree to apply them in implementing this Agreement:
- a. a collaborative and cooperative approach is fundamental to an effective long-term partnership, and is needed in order to deliver a successful Games;
 - b. decision making should be evidence based, with each parties' roles and contributions aligned to their risk and abilities to mitigate those risks;
 - c. both parties commit to be open and transparent, and consult on decisions that might reasonably be expected to impact on the other party;
 - d. key stakeholders will be consulted regularly, and feedback will be sought from those impacted in the Queensland community;
 - e. the parties will each be responsible for their own costs and expenses of fulfilling their functions under this Agreement; and
 - f. both parties will take all reasonable measures to ensure that in all activities related to the planning and delivery of Brisbane 2032, any act involving fraud or corruption is prevented or where to the extent not practical, remedied, and reported to relevant authorities where required, in a manner consistent with any international agreements, laws and regulations applicable in Australia and internationally recognised anti-corruption standards applicable in Australia, including standards and policies published by the National Anti-Corruption Commission (once established) and the Crime and Corruption Commission Queensland.

PART 3 – Roles and responsibilities

14. It is acknowledged that Queensland is a signatory to the OHC, underwriter, and greatest risk holder for Brisbane 2032, with commitments primarily relating to the planning and delivery of non-OCOG elements of Brisbane 2032.
15. While the Commonwealth is not a signatory to the OHC, where Commonwealth funding for programs and projects are outlined in the Schedules of this Agreement and/or a letter of guarantee to the IOC for functions within the Australian Government's constitutional responsibilities, the Commonwealth will provide support in good faith to the OHC signatories and other Games Delivery Partners as set out in the Schedules or the guarantee.

Shared roles and responsibilities

16. The Commonwealth and Queensland will be jointly responsible for:
- a. adhering to this Agreement and the related Schedules;
 - b. the development of Schedules to this Agreement that outline the approach to governance and funding for partnership arrangements for Brisbane 2032 that are agreed to by both parties;
 - c. further roles and responsibilities as outlined in the Schedules to this Agreement;
 - d. working together on operational elements of Brisbane 2032 delivery, including by facilitating the exercise of powers conferred on the Prime Minister under the *Brisbane Olympics and Paralympics Games Arrangements Act 2021 (Qld)*.

Role of the Commonwealth

17. The Commonwealth will be responsible for:
- a. delivering on the guarantees made by the then Australian Government to the IOC as part of the bid process in correspondence dated 26 April 2021; and
 - b. supporting the OCOG and the Brisbane 2032 Coordination Office (BCO) as appropriate.

Role of Queensland

18. Queensland will be responsible for:
- a. delivering on the guarantees made by the Premier and Minister for the Olympic and Paralympic Games, the Hon Anastacia Palaszczuk MP, to the IOC as part of the bid process in correspondence dated 25 May 2021; and
 - b. ensuring compliance by Queensland and the OCOG with the Olympic Host Contract and other agreements with the IOC.

Other Games Bodies

19. The other Games Delivery Partners that will work together to support the Commonwealth and Queensland to deliver on their respective roles and responsibilities are outlined in the Schedules to this Agreement, and further explained in the Glossary to this Agreement.

PART 4 – Governance and administration

Governance

20. With the Commonwealth and Queensland contributing significant investments to Brisbane 2032, both parties will be proportionately and fairly represented on:
- a. relevant overarching Brisbane 2032 governance bodies; and
 - b. any governance arrangements that are stipulated in Schedules to this Agreement that are agreed to by both parties.

Consultation

21. The Commonwealth and Queensland agree that successful planning and delivery of Brisbane 2032 is also dependent on strong collaboration with Games Delivery Partners and other local government and their

representatives. The Commonwealth and Queensland agree to consult, and where appropriate, seek agreement from the other party on decisions that might reasonably be expected to impact the other party and any aspects of Brisbane 2032 that the other party can reasonably be expected to have an interest in including, but not limited to:

- a. amendments to legislation related to Brisbane 2032, including the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Qld);
- b. announcements, changes or decisions related to arrangements outlined in the Schedules to this Agreement;
- c. announcements, changes or decisions related to broader non-OCOG governance arrangements that could impact on this Agreement; and
- d. the relevant Queensland Minister giving the OCOG a direction under the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Qld).

Bilateral Meeting of parties to this Agreement

22. As required, Ministers with responsibility for this Agreement from the Commonwealth and Queensland will meet to manage their shared responsibility for this Agreement.
23. The objective of these meetings will be to support the operation of the Agreement, including in relation to issues of public recognition (as specified in Schedule A: Brisbane 2032 Olympic and Paralympic Games venue infrastructure) and to identify and resolve emerging issues and risks related to the Agreement.
24. A supporting officials committee will be established to support ongoing matters regarding the partnership between the Commonwealth and Queensland.

Management of information

25. The Commonwealth and Queensland commit to sharing information reasonably required to achieve the objectives of this Agreement.
26. The parties acknowledge that, to the extent that information shared or obtained under this Agreement may be personal information, they will comply with their respective obligations under the *Information Privacy Act 2009* (Qld) (in the case of Queensland) and the *Privacy Act 1988* (Cth) (in the case of the Commonwealth).
27. Either party (first party) may notify the other (second party) that information is to be treated as confidential and the second party agrees to keep that information confidential and not disclose that information except:
 - a. to its personnel on a need to know basis for the purpose of the objectives of this Agreement;
 - b. with the first party's consent;
 - c. to the extent required by law;
 - d. to its professional advisers on a need to know basis for the purpose of the objectives of this Agreement and where such advisor undertakes to keep such information confidential; or
 - e. to a Minister, their advisers or Parliament.
28. Each party will:
 - a. ensure that any confidential information is protected against loss and unauthorised access, use, modification, disclosure or other misuse;

- b. take measures to maintain the confidentiality of, and prevent the disclosure of, confidential information; and
 - c. take measures to prevent use of confidential information for purposes other than the objectives of this Agreement.
29. Either party (first party) may notify the other (second party) that the second party must return all confidential information and/or personal information of the first party within the possession or control of the second party within a specified time. Either party may retain copies of documents in accordance with the usual accountability, record keeping and archiving requirements.

Review of the Agreement

30. A group consisting of representatives nominated by the Commonwealth and Queensland will undertake a review of this Agreement and its Schedules:
- a. the review will be undertaken every two years after commencement for upholding the Agreement, or as required by parties;
 - b. either party may propose major amendments to the other party, in the form of a letter, that could impact the working arrangements within the Agreement;
 - c. the review will consider the effectiveness of the partnership, performance against objectives in this Agreement, and its value in underpinning the delivery of Brisbane 2032; and
 - d. the review will make recommendations to Ministers on whether any amendments to this Agreement are required.

Variation of this Agreement

31. Notwithstanding the review clause, the Agreement may be amended, and Schedules may be added, at any time by agreement in writing by the Commonwealth and Queensland and will include the date on which the amendments will come into force.
32. Schedules to this Agreement may be amended at any time in accordance with the relevant Schedule. Where a Schedule to this Agreement does not make provision for the variation of that Schedule, a party to that Schedule can seek the other party's (or, where applicable, parties') agreement to vary the provisions of that Schedule through an exchange of letters.
33. The Commonwealth and Queensland acknowledge that the complex nature of organising Brisbane 2032 and the long duration of this Agreement may mean that this Agreement is varied from time to time.

Delegations

34. A party may, by notice to the other party signed by the first-mentioned party's authorised representative, advise that:
- a. the authority to enter into a particular Schedule to this Agreement has been delegated to a Minister other than the Minister with responsibility for this Agreement;
 - b. the authority to approve amendments to this Agreement, and/or to provide an approval or consent in relation to a matter which requires the Commonwealth's or Queensland's (as applicable) approval or consent under this Agreement, has been delegated to a Minister other than the Minister with responsibility for this Agreement, or to an official of that party (who may be referred to by portfolio and level, rather than by position title from time to time); and/or

- c. a Delegation may apply in relation to the Agreement generally, or only to particular clauses in or matters dealt with by the Agreement which are set out in the notice. A Delegation may be revoked or updated at any time by a subsequent notice. A Delegation notice may be signed by:
 - i. if the Minister with responsibility for this Agreement has previously delegated the issuing of notices under this clause, a person who holds that delegation; or
 - ii. otherwise, the Minister with responsibility for this Agreement.

35. Where this Agreement refers to an official participating in a committee, forum or other governance body, the official may delegate attendance (either generally or as required from time to time) to a direct report of the relevant official, or to another official of the same party of equivalent seniority, by providing a written notice to the chair of the relevant body or, if there is no chair, to each other member.

Dispute resolution under this Agreement

36. A party may give notice to the other party of a dispute under this Agreement in the form of a letter to the other party.

37. Officials of the parties will attempt to resolve any dispute in the first instance. The officials must be at least at the Deputy Secretary level from the Commonwealth and Deputy Director-General level for Queensland (or equivalent).

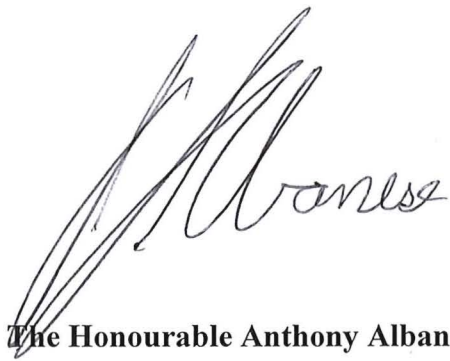
38. If the issue cannot be resolved by officials, it may be escalated to the relevant Ministers with responsibility for this Agreement.

39. Where a Schedule to this Agreement does not make provision for specific dispute resolution procedures, the parties to that Schedule should follow the dispute resolution provision under this Agreement.

PART 5 – Signatories

The parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Anthony Albanese MP

Prime Minister of Australia

Dated: 17/2/2023

Signed for and on behalf of the State of Queensland by



The Honourable Anastacia Palaszczuk MP

Premier of Queensland

Minister for the Olympic and Paralympic Games

Dated: 17 - 2 - 23

Glossary

Interpretation

40. In this Agreement:

- a. **'BCO'** means the Brisbane 2032 Coordination Office, and any future Queensland Government office or entity responsible for coordinating all government services and Games-related infrastructure and legacy oversight;
- b. **'Brisbane 2032'** means the Brisbane 2032 Olympic and Paralympic Games;
- c. **'Commonwealth Guarantees'** means the guarantees made by the then Australian Government, to the IOC as part of the bid process in correspondence dated 26 April 2021;
- d. **'Games'** means the Brisbane 2032 Olympic and Paralympic Games;
- e. **'Games Delivery Partners'** refers to the key entities responsible for delivery of Brisbane 2032, including the OHC signatories of the IOC, Queensland, Brisbane City Council, the Australian Olympic Committee (AOC) and OCOG; and the Commonwealth, City of Gold Coast, Sunshine Coast Council, International Paralympic Committee, Paralympics Australia and other local governments hosting Brisbane 2032 events in their locality;
- f. **'IOC'** means the International Olympic Committee;
- g. **'IPC'** means the International Paralympic Committee;
- h. **'Legacy'** means the long-term benefits of Brisbane 2032 that serve Queensland and Australia, their people, and the Olympic Movement before, during and after Brisbane 2032;
- i. **'OCOG'** means the Brisbane Organising Committee for the 2032 Olympic and Paralympic Games, the entity established under the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Qld) to plan and deliver Brisbane 2032;
- j. **'Olympic Host Contract'** means the agreement entered into between the IOC, the AOC, the State of Queensland and the Brisbane City Council;
- k. **'Overarching Governance Agreement'** means an agreement relating to coordination and integration arrangements for Brisbane 2032 entered into by Games Delivery Partners (such as the Brisbane 2032 Memorandum of Understanding and any successors) including but not limited to agreements relating to program areas such as venues, transport and legacy; and
- l. **'South East Queensland City Deal'** means the trilateral agreement signed on 21 March 2022 between the Australian Government, Queensland Government and Council of Mayors (SEQ) to deliver 29 commitments focused on supporting industry and businesses, improving connectivity, and enhancing the region's liveability. A number of these commitments will support the region to develop and deliver a successful Brisbane 2032.

OCOG

41. The main function of OCOG under the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Qld) is to undertake and facilitate the organisation, conduct, promotion and commercial and financial management of Brisbane 2032. The OCOG also has other functions including:

- a. organising accommodation and transportation for athletes, officials and media personnel;

- b. managing the preparation and operation of venues and facilities for the sports program;
- c. organising events and ceremonies such as the Olympic and Paralympic torch relays, the opening and closing ceremonies and the cultural Olympiad;
- d. managing the ticketing program;
- e. recruiting, retaining and organising volunteers;
- f. establishing a marketing program in consultation with the IOC and the AOC; and
- g. supporting the IOC and the host broadcaster in relation to broadcasting and planning for the provision of other information services.

Other Stakeholders

42. Other stakeholders include the Games Delivery Partners and the Council of Mayors (SEQ).