# **Brisbane 2032 Olympic and Paralympic Games**

# Intergovernmental Agreement

Version 2.0, 2025

An agreement between:

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

# Contents

Preamble	3
PART 1 – Formalities	4
PART 2 – Objectives and outputs	5
PART 3 – Roles and responsibilities	7
PART 4 – Governance and administration	8
PART 5 – Signatories	12
Glossary	13

## Preamble

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

Bringing the Brisbane 2032 Games 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, the Brisbane 2032 Games will create a lasting legacy as a unique vehicle able to achieve a range of broad-reaching benefits to Queensland, Australia and the broader Oceania region. It is expected the Brisbane 2032 Games will benefit communities, tourism operators, sporting organisations and local businesses by: stimulating economic growth; creating health, sport participation and social inclusion benefits; aligning with national, state and regional plans; integrating sustainable environmental practices; providing opportunities for attracting new investment, trade and diplomacy in the Indo-Pacific; and reinforcing Australia's position as a global sport and events hub. The Brisbane 2032 Games 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 delivers benefits for Queensland, Australia, and the broader Oceania region in an affordable and sustainable manner will be dependent on a genuine partnership between the Commonwealth of Australia and the State of Queensland. This will involve ensuring the Brisbane 2032 Games are 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 the Brisbane 2032 Games and its benefits. It is also about ensuring that the investments made for the hosting of the Brisbane 2032 Games create a substantial legacy with benefits for communities, our nation and broader region 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 the Brisbane 2032 Games, 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 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 mutually agreed 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 *Federation Funding Agreement Schedule on Land Transport Infrastructure Projects (2024-2029)* 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 the Brisbane 2032 Games 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 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 the Brisbane 2032 Games 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 the Brisbane 2032 Games;
  - guiding principles to promote strong and genuine collaboration between the parties, which provides a basis to develop and implement schedules and joint ventures related to the Brisbane 2032 Games;
  - 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 the Brisbane 2032 Games in accordance with the IOC's "New Norms" with a focus on affordability, sustainability and long-term development objectives;
  - e. the agreed approach that program level partnerships between the Commonwealth and Queensland in relation to the Brisbane 2032 Games will be specified in Schedules to this Agreement, which may include but is not limited to venues and legacy;

- 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; and
- f. agreement between parties that management of any program of transport infrastructure works to support the Brisbane 2032 Games, will be administered under the existing *Federation Funding Agreement Schedule on Land Transport Infrastructure Projects (2024-2029)* and its successors.

#### **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 planning and delivery of the Brisbane 2032 Games that:
  - a. maximises economic growth, health and social benefits for Brisbane, SEQ and Australia through:
    - 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 planning and delivery of the Brisbane 2032 Games;
  - c. provides infrastructure, spaces, services and information which are accessible and inclusive, enabling full, effective and equal participation in the Brisbane 2032 Games and legacy initiatives by all persons, including persons with disability;
  - d. aligns with national, state and regional plans, including supporting the current National Sport Strategy (Sport Horizon) and any successors, which has six strategic priorities: Inclusion; Participation; High Performance; Safety; International Engagement; and Economy and Environment;
  - e. delivers an optimal experience for athletes, their support teams, officials, and spectators 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;
  - g. leverages the Brisbane 2032 Games for the broader benefit and involvement of Australia and the Oceania region; and
  - h. utilises the call to action through the Brisbane 2032 Games and local and international partnerships to make the world a better place, including:
    - minimising the carbon footprint of the Brisbane 2032 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 the Brisbane 2032 Games, 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 plan for and deliver a successful Games;
  - b. decision making should be evidence based, with each party's 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, as well as consultation with First Nations, national and Oceania region stakeholders where appropriate;
  - 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 the Brisbane 2032 Games, 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 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 the Brisbane 2032 Games, with commitments primarily relating to the planning and delivery of non-OCOG elements of the Games.
- 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, the provisions in any related FFAs 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;
- the development of Schedules to this Agreement that outline the approach to governance and funding for partnership arrangements for the Brisbane 2032 Games 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 the Brisbane 2032 Games planning and 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 other Brisbane 2032 Games bodies as appropriate.

#### **Role of Queensland**

- 18. Queensland will be responsible for:
  - a. delivering on the guarantees made by the then Queensland Government, 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 Commonwealth and Queensland will work together with other Games Delivery Partners to deliver on their respective roles and responsibilities 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 the Brisbane 2032 Games, both parties will be proportionately and fairly represented on:
  - a. relevant overarching Brisbane 2032 Games governance bodies (including established under the Brisbane Olympic and Paralympic Games Arrangements Act 2021 (Qld), with the Commonwealth to have equal status to Queensland with regard to OCOG vice president roles and the Commonwealth to have an ability to put forward potential independent OCOG Board members for consideration by the relevant Queensland Minister in accordance with that Act); 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 the Brisbane 2032 Games is also dependent on strong collaboration with Games Delivery Partners, other local government and their representatives, First Nations groups and their representatives, states and territories other than Queensland, and Oceania region stakeholders. The Commonwealth and Queensland agree to consult, and seek agreement from the other party on decisions that might reasonably be expected to

impact the other party and any aspects of the Brisbane 2032 Games that the other party can reasonably be expected to have an interest in including, but not limited to:

- a. amendments to legislation related to the Brisbane 2032 Games, including the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Qld);
- b. nomination of independent directors and other changes related to the OCOG;
- c. announcements, changes or decisions related to arrangements outlined in the Schedules to this Agreement;
- d. announcements, changes or decisions related to broader non-OCOG governance arrangements that could impact on this Agreement; and
- e. the relevant Queensland Minister giving the OCOG or other Brisbane 2032 Games bodies a direction under the *Brisbane Olympic and Paralympic Games Arrangements Act 2021* (Qld).
- 22. To facilitate implementation of clause 21, the Commonwealth and Queensland agree to the provision of timely and fulsome information to enable the parties to fulfil their responsibilities under this Agreement.

#### **Bilateral Meeting of parties to this Agreement**

- 23. As required, Ministers with responsibility for this Agreement from the Commonwealth and Queensland will meet to manage their shared responsibility for this Agreement.
- 24. 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.
- 25. A supporting officials committee will be established to support ongoing matters regarding the partnership between the Commonwealth and Queensland.

#### Management of information

- 26. The Commonwealth and Queensland commit to sharing information reasonably required to achieve the objectives of this Agreement.
- 27. 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).
- 28. 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.

#### 29. 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.
- 30. 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**

- 31. 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 the Brisbane 2032 Games; and
  - d. the review will make recommendations to Ministers on whether any amendments to this Agreement are required.

## Variation of this Agreement

- 32. 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.
- 33. 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.
- 34. The Commonwealth and Queensland acknowledge that the complex nature of organising the Brisbane 2032 Games and the long duration of this Agreement may mean that this Agreement is varied from time to time.

#### **Delegations**

- 35. 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.
- 36. 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

- 37. 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.
- 38. 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).
- 39. If the issue cannot be resolved by officials, it may be escalated to the relevant Ministers with responsibility for this Agreement.
- 40. 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	Signed for and on behalf of the State of Queensland by
The Honourable Catherine King MP  Minister for Infrastructure, Transport, Regional Development and Local Government	The Honourable Jarrod Bleijie MP  Deputy Premier Minister for State Development, Infrastructure and Planning Minister for Industrial Relations
Dated: 18/8/25	Dated: 19 Ayut 202,

# Glossary

#### Interpretation

#### 41. In this Agreement:

- a. 'other Brisbane 2032 bodies' means any Queensland Government office or entity responsible for coordinating all government services and Games-related infrastructure and legacy oversight;
- b. 'Brisbane 2032 Games' 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. 'FFA' means a Federation Funding Agreement and includes any Schedules to a Federation Funding Agreement.
- e. 'Games' means the Brisbane 2032 Olympic and Paralympic Games;
- f. 'Games Delivery Partners' refers to the key entities responsible for delivery of the Brisbane 2032 Games, 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 Games events in their locality.
- g. 'IOC' means the International Olympic Committee;
- h. 'IPC' means the International Paralympic Committee;
- 'Legacy' means the long-term benefits of the Brisbane 2032 Games that serve Queensland and Australia, their people, and the Olympic Movement before, during and after the Brisbane 2032 Games;
- j. '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 the Brisbane 2032 Games;
- k. **'Olympic Host Contract'** means the agreement entered into between the IOC, the AOC, the State of Queensland and the Brisbane City Council;
- 'Overarching Governance Agreement' means governance relating to coordination and integration arrangements for the Brisbane 2032 Games mutually agreed by Games Delivery Partners including but not limited to agreements relating to program areas such as venues, transport and legacy; and
- m. '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 Games.

#### OCOG

- 42. 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 the Brisbane 2032 Games. 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**

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