

SYMPOSIUM ON THE OLYMPICS AND INTERNATIONAL LAW

A RIGHTS-HOLDER VIEW ON HUMAN RIGHTS PROVISIONS IN OLYMPIC BIDDING AND HOSTING REGULATIONS

Daniela Heerdt*

The Paris 2024 Summer Olympics will be the first Olympic Games for which human rights provisions were added to the Host City Contract (HCC).¹ The Milano/Cortina 2026 Winter Olympics will be the first edition of the Games that were awarded with human rights requirements forming part of the candidature process.² The inclusion of human rights provisions into hosting and bidding regulations can be seen as a reaction of the International Olympic Committee (IOC) to the increasing pressure from civil society to address adverse human rights impacts of these events. This essay provides an analysis of the benefits and shortcomings of this development and reveals that from a rights-holder perspective,³ the benefits are meaningless. More specifically, it argues that potential benefits are cancelled out by the shortcomings and most importantly that there is a mismatch between intended and actual beneficiaries of these provisions.

Human Rights Concerns Related to Hosting the Olympic Games

Virtually every edition of the Olympic Games comes with human rights concerns.⁴ Most recently, the postponed Tokyo Olympics were criticized for anticipated human rights violations in relation to the disruption of public transport and the displacement of homeless people. A report by Building and Wood Workers' International uncovered abuses of worker's rights in connection with the building of the Tokyo Olympic facilities.⁵ Regarding previous Games, the 2016 Rio Olympics caused the displacement of thousands of people, which in some cases were evicted forcefully, to make room for the large-scale construction projects connected to hosting the event.⁶

* PhD researcher at Tilburg Law School, the Netherlands, Project Officer at the Centre for Sport and Human Rights.

¹ See Int'l Olympic Comm., [Host City Contract – Principles – Games of the XXXIII Olympiad in 2024](#).

² See Int'l Olympic Comm., [Candidature Questionnaire Olympic Winter Games 2026](#).

³ "Rights-holder" in this context refers to those groups and individuals whose rights are adversely affected by the organization or staging of the Olympic Games.

⁴ This has been documented extensively elsewhere. See, e.g., Minky Worden, [Raising the Bar – Mega-Sporting Events and Human Rights](#), HUMAN RIGHTS WATCH (2014); Lucy Amis & John Morrison, [Mega-Sporting Events and Human Rights—A Time for More Teamwork?](#), 2 BUS. HUM. RIGHTS J. 135 (2017); Daniela Heerdt, [The Human Rights Impacts of Olympic Games](#), in DARK SIDES OF SPORT (Jörg Krieger & Stephan Wassong eds., 2019).

⁵ See Building & Wood Workers' Int'l, [The Dark Side of the Tokyo 2020 Summer Olympics](#) (2019).

⁶ See World Cup & Olympics Popular Comm. of Rio de Janeiro, [Rio 2016 Olympics: The Exclusion Games](#) (2015).

Similar construction projects were carried out for the Pyeongchang Winter Olympics, which came at the expense of workers' rights and workers' lives.⁷

Addressing these cases under domestic or international legal structures is challenging, not least because of the mix of public and private, national and international actors involved in staging the Olympics. Consequently, these events are neither governed on the domestic nor on the international level. Instead, they are built under a transnational private legal order,⁸ dictated by sports governing bodies like the IOC, who impose the rules under which the event has to be delivered and instigate a complex web of contracts and agreements between the various actors involved. The complex governance structures on which these events are based blur the lines of responsibility and accountability, which makes it possible for blame-shifting to occur in case something goes wrong. Moreover, as Megan Corrarino argues, these events create "law exclusion zones," "in which normal legal processes are jettisoned and new, exceptional legal regimes take their place—and these regimes often undermine normal human rights protections, allowing a few to profit at the expense of the many."⁹ However, because the Olympic Games are organized and governed in that way, it is difficult to bring them under the protection of an international human rights system that squarely focuses on states as the primary duty bearers. The embedding of human rights provisions into Olympic hosting and bidding regulations can present a welcome development in that regard, not least because it imposes contractual obligations to respect and protect human rights on the range of public and private actors involved.

Human Rights Provisions in Olympic Bidding and Hosting Documents

In the spring of 2017, the IOC adopted new bidding and hosting regulations for the Olympic Games. These regulations were first implemented for the selection of the hosts of the 2024 and 2028 Summer Olympic Games, and of the 2026 Winter Olympic Games. The HCC Principles for the Summer Games address human rights in Principle 13.2b:

the Host City, the Host NOC [National Olympic Committee] and the OCOG [Organizing Committee of the Olympic Games] shall . . . protect and respect human rights and ensure any violation of human rights is remedied in a manner consistent with international agreements, laws and regulations applicable in the Host Country and in a manner consistent with all internationally-recognised human rights standards and principles, including the United Nations Guiding Principles on Business and Human Rights, applicable in the Host Country.¹⁰

Almost identical wording is used for the human rights provision in the revised candidature process for the 2026 Winter Olympics. While human rights are not part of the rules that govern the candidature process, the Candidature Questionnaire for the 2026 Games asks national, regional, and municipal governments to submit a guarantee that human rights are protected and respected, and violations are remedied accordingly.¹¹ These developments prompted the IOC to add a Human Rights Section to the annex of its Evaluation Report for the Winter Olympic Games 2026 Candidates. There, the IOC considers "high level human rights indicators" for each

⁷ See Building & Wood Workers' Int'l, [Construction Worker Rights at Pyeongchang](#) (2018).

⁸ Ralf Michaels & Nils Jansen, [Private Law Beyond the State? Europeanization, Globalization, Privatization](#), 54 AM. J. COMP. L. 847, 868 (2006).

⁹ Megan Corrarino, ["Law Exclusion Zones": Mega-Events as Sites of Procedural and Substantive Human Rights Violations](#), 17 YALE HUM. RTS. & DEV. L. J. 180, 182 (2014).

¹⁰ See Int'l Olympic Comm., [Host City Contract – Principles – Games of the XXXIII Olympiad in 2024](#), Principle 13.2b.

¹¹ See Int'l Olympic Comm., [Candidature Questionnaire Olympic Winter Games 2026](#), at 86.

candidate, which however only looks at the number of ratified human rights treaties and Core Conventions of the International Labour Organization, and other somewhat related indices.¹²

The fact that these provisions are part of the contractual framework of hosting and bidding for the Olympic Games makes these provisions binding on the parties that sign the contract, which are the Host City, the National Olympic Committee, the Organizing Committee once it is established, and the IOC itself. In theory, this means that obligations to respect international human rights law, which traditionally apply to state actors, are now applied to non-state actors by means of contractual obligations. This is also true for the human rights concepts that form part of the candidature procedure, as the commitments made during the candidature process become binding once the event has been awarded.¹³ The IOC itself is obliged to establish a reporting mechanism regarding the human rights obligations of the other contracting parties.¹⁴ In addition to these provisions, the hosting parties have to fulfil the Operational Requirements regarding human rights.¹⁵ These requirements closely follow the due diligence process outlined in the UN Guiding Principles for Business and Human Rights and ask the Organizing Committee of the Olympic Games to publicly commit to respecting human rights and to develop and implement a human rights strategy.¹⁶

Since these provisions apply only to future events, their true impact remains to be seen. The human rights strategies are yet to be developed and currently there is no reference to human rights in any other documents relevant for the delivery of these events, such as the Games concepts or visions.¹⁷ Moreover, for the rights holder it is unclear whether using human rights, which are of a public law nature, in private legal instruments like the HCC, indeed provides a mean to address adverse human rights impacts. With that in mind, the analysis below tries to anticipate a number of positive and negative implications of these provisions, including their implications for access to justice for victims of Olympic Games-related human rights abuses.

The Benefits

From a rights-holder perspective, the mere fact that these provisions create binding human rights obligations for non-state actors that lack human rights obligations under international human rights law is a positive development. Also, the fact that these provisions oblige the IOC to create a reporting mechanism for tracking performance of the contracting parties regarding their human rights obligations can be a benefit for rights-holders. However, this depends on how effectively this mechanism functions. The HCC Principles do not clarify how exactly this reporting mechanism would work. It only states that it would be run by the Coordination Commission, which includes representatives from “the IOC, the International Federations, the National Olympic Committees, Organising Committees of the Olympic Games prior to the Games, the IOC Athletes’ Commission and the International Paralympic Committee, as well as experts designated or approved by the IOC.”¹⁸ Despite these open questions, having such a mechanism in place can potentially contribute to improving access to remedy for rights-holders, as

¹² See Int’l Olympic Comm., [Report IOC Evaluation Commission Olympic Winter Games 2026](#).

¹³ See Int’l Olympic Comm., [Host City Contract – Principles – Games of the XXXIII Olympiad in 2024](#), Principle 5.

¹⁴ *Id.* Principle 13.3.

¹⁵ See Int’l Olympic Comm., [Host City Contract - Operational Requirements](#) 128 (June 2018).

¹⁶ See *id.*

¹⁷ Search conducted on <https://www.paris2024.org/en/> and <https://la28.org/>, as well as the documents listed under <https://www.olympic.org/documents/games-los-angeles-2028-olympic-games> and <https://www.olympic.org/documents/games-paris-2024-olympic-games>.

¹⁸ See Int’l Olympic Comm., [Host City Contract – Principles – Games of the XXXIII Olympiad in 2024](#), Principle 27.1.

reporting systems can provide a valuable source of information and evidence for victims, provided that they are designed in a way that the information collected is accessible for all affected groups.

Another benefit is that the new bidding and hosting regulations include the obligation to ensure that “any violation of human rights is remedied.”¹⁹ While this is not further clarified and no reference to relevant accountability or remedy mechanisms is made, the IOC’s provisions stand out in that regard when compared to similar initiatives of other sport governing bodies that recently added human rights concepts to their bidding documents. The revised bidding regulations of the Fédération Internationale de Football Association (FIFA) require Member Associations only to “respect Internationally Recognised Human Rights, including workers’ rights, in all aspects of its/their activities relating to this Bidding Process in accordance with the UN Guiding Principles.”²⁰ The Union of European Football Associations updated its Tournament Requirements and Bid Dossier for the EURO 2024, which require bidders to develop a human rights strategy and oblige them “to respect, protect and fulfil human rights and fundamental freedoms.”²¹

Two additional benefits, which are not directly for the benefit of the rights-holder but indirectly of relevance, should be highlighted. First, the IOC’s decision to set up a Human Rights Advisory Committee can be traced back to the inclusion of human rights provisions in the new HCC as one factor among others.²² This provides a valuable opportunity to increase accountability within the IOC, as the Advisory Committee would support the IOC in meeting its human rights responsibilities in line with a strategy and policy that still need to be developed. Secondly, as a result of the integration of human rights concepts into the candidature process, candidate cities are required to integrate human rights thinking early on into their planning for hosting the event. This raises awareness on the link between Olympic Games and human rights, and sport and human rights more generally. For instance, as part of their application for the Winter Olympics 2026, the Swedish Sports Confederation developed a handbook on sport and human rights, which discusses “how Swedish sport can help promote human rights, both at the national level and in a global perspective.”²³

The Shortcomings

A closer look at these provisions reveals that they have significant limitations from the rights-holder perspective, in particular regarding their substantive and temporal scope. Regarding the latter, the human rights guarantee required during the candidature process and the HCC provisions explicitly apply to the activities related to the “organization” of the Games. Usually, the organization of events like the Olympics takes place in different stages, from the bidding, to the planning, to the delivery, and the leverage stage.²⁴ While all these stages carry human rights risks, the formulation of these provisions do not clarify to what extent they apply in all those stages.²⁵

Regarding the substantive scope, two issues are at stake. First, it is not clear what exactly forms part of these organizational activities and if the delivery of the event itself is included. While Principle 15.2b of the HCC clarifies what organizational activities are, it does not apply to the human rights provisions.

¹⁹ See *id.* Principle 13.2b.

²⁰ See [FIFA Regulations for the Selection of the Venue for the Final Competition of the 2026 FIFA World Cup](#) art. 8(2) (2017).

²¹ See [UEFA EURO 2024 – Bid Dossier Template Section 3](#) (2017) & [UEFA EURO 2024 Tournament Requirements](#) sec. 3 (2017).

²² See Int’l Olympic Comm., [IOC Sets up Advisory Committee on Human Rights Chaired by HRH Prince Zeid Ra’ad Al Hussein](#).

²³ See Riksidrottsförbundet, [Human Rights – A Handbook for Sport](#).

²⁴ [Heerdt](#), *supra* note 4, at 58-60.

²⁵ *Id.* at 60-61; Inst. for Human Rights & Bus., [Striving for Excellence: Mega-Sporting Events and Human Rights](#) 9-10 (2013).

Secondly, the Candidature Questionnaire and the HCC limit the scope of applicable human rights to those standards “applicable in the Host Country.” However, the wording is confusing as it is not entirely obvious whether this limitation applies to the obligation to respect and protect and the obligation to remedy, or if it only applies to the latter. In case it applies to all, it would essentially mean that the Host City, Host National Olympic Committee, and the Organizing Committee of the Olympic Games “only” have to respect, protect, and remedy those human rights standards to which the Host Country is bound under international human rights law. This can significantly limit the applicable human rights standards and lead to a different set of standards being applicable for each version of the Olympic Games. The latter concern is becoming a reality for the two upcoming Summer Olympic Games. France ratified all core international human rights instruments, with the exception of the International Convention on the Protection of the Rights of All Migrant Workers and Members of their Families (Migrant Workers Convention) and a few Optional Protocols. The United States has signed, but has not ratified, the International Covenant on Economic, Social, and Cultural Rights, the Convention on the Elimination of All Discrimination Against Women, the Convention on the Rights of the Child and the Convention on the Rights of Persons with Disabilities, and has not taken any action in relation to most Optional Protocols and the Migrant Workers Convention.²⁶ This means in effect that the organizers of the 2028 Los Angeles Olympics have fewer human rights standards to comply with than the organizers of the 2024 Paris Olympic Games.

Finally, the greatest shortcoming for rights-holders is that they cannot enforce these provisions directly, since they are not parties to the HCC or candidature process. Only the contractual partners can take legal actions in case one of the other signatories does not perform its contractual obligations. In essence, this would mean that it is the IOC that has the right to start legal procedures against the Host City, the Host National Olympic Committee and/or the Organizing Committee if they violate their human rights obligations under Principle 13 of the HCC.

The Mismatch

When weighing the benefits of including human rights provisions into Olympic hosting and bidding regulations against their shortcomings, it is not sufficient to simply add the arguments up. Instead, one has to acknowledge that some arguments weigh more heavily than others. Against this backdrop, embedding human rights into Olympic hosting and bidding regulations does not provide any benefits to rights holders, not because the identified shortcomings even out the potential benefits, but because rights holders are ultimately not the beneficiaries of these provisions.

If we indeed perceive the embedding of human rights concepts into Olympic bidding and hosting regulations as a reaction to an increased awareness of the adverse human rights impacts of mega-sporting events like the Olympic Games and a growing pressure from civil society on the actors involved, then there is a mismatch between the intended and actual beneficiaries of these provisions. As this concise analysis demonstrates, they do not help those affected by Olympic Games-related human rights abuses to claim their rights and receive compensation. At most, they provide the parties that signed these regulations with a legal basis to start legal proceedings against each other before the Court of Arbitration for Sport. According to Principle 51.2 of the HCC, “Any dispute concerning the validity, interpretation or performance of the HCC shall be determined conclusively by arbitration, to the exclusion of the state courts of Switzerland, of the Host Country or of any other country; it shall be decided by the Court of Arbitration for Sport.”²⁷ However, the Court of Arbitration for Sport is a privately regulated organization, which is not mandated to apply public international law in the form of internationally recognized human rights standards.

²⁶ See [Status of Ratification – Interactive Dashboard](#).

²⁷ See Int’l Olympic Comm., [Host City Contract – Principles – Games of the XXXIII Olympiad in 2024](#), Principle 51.2.

Creating contractual obligations to respect and protect human rights for non-state actors involved in staging the Olympics is certainly a step in the right direction. However, these obligations are meaningless if they are not accompanied by opportunities for rights-holders to enforce their rights. Such opportunities could be created by making rights holders or their representatives parties to these contracts, or by ensuring that the remedy and accountability mechanisms accessible to rights holders can serve as a check on relevant Olympic bidding and hosting regulations.