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Going for Gold? An Olympic Attempt at Human Rights

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Summary

The International Olympic Committee has taken a range of measures to improve the safeguarding of Olympic values and the role of sport in society. This included several human rights commitments, one of which was to include a human rights clause in the Olympic Host Contract which governs the organisation of the Olympic Games. Because of the negative impact the Olympic Games have had on human rights previously, this is an important development. However, the actual impact this human rights clause can have for the individuals and groups whose human rights were adversely affected by the Olympic Games, is unclear.

In cases where businesses have negatively impacted human rights, international human rights law has previously struggled to provide meaningful accountability. Including a human rights commitment into a contract could help to bridge this accountability gap, by providing another source of law – contract law- to adjudicate human rights. This is most impactful if the clause is enforceable by the rightsholders themselves. Therefore, to assess the impact a human rights clause can have, it is essential to understand the rightsholders' possibilities to enforce the clause. Additionally, because the clause is ambiguously worded, it is essential to understand what the material scope entails as it provides insight of what level of human rights protection this clause can provide.

This thesis interprets the Olympic Host Contract's human rights clause, using the governing law of the contract, which is Swiss Law and delves into soft law and academic literature to further this analysis. The research focusses on the rightsholder's enforcements possibilities and on what the material scope of the clause implies. Finally, it provides insight into the grievance mechanisms available for rightsholders and how they can contribute to holding the parties breaching the clause accountable.

The research shows that although the human rights clause in the Olympic Host Contract has potential to improve accountability for human rights abuses in the context of the Olympic Games, it contains significant weaknesses regarding personal and material scope.

Preface

Sport has been an important part of my life for as long as I can think. Last year I had the opportunity to experience the UEFA Women's EURO in my home country. I was overjoyed seeing the positive impact sport can have. People came together in stadiums not just to watch sport, but also to stand together for shared values. While I believe that such experiences must be highlighted for the positive impact they have, that is not the full story. During this research process, sport has shown us the negative sides too. The case of Ukrainian skeleton athlete Heraskevych at the Olympic Games 2026 in Milano Cortina proved significant shortcomings of the sporting system in regard to the right of freedom of expression. This case is joining the long list of human rights violations which have taken place surrounding Mega Sporting Events. Sport is supposed to be a place where humanity comes together, not where humans are suffering due to labour rights violations, forced evictions or violations of their freedom to express themselves.

I want to thank my supervisor Radu Mares for guiding me through this process, giving me important feedback and structure. I am also grateful to Dr. Daniela Heerdt who has helped me navigate the world of sport and human rights. Lastly, I wanted to thank my friends and family who have provided me with invaluable emotional support during these last few months.

Abbreviations

ABA MCCs	American Bar Association's Model Contract Clauses to Protect Workers in Supply Chains
CAS	Court of Arbitration for Sport
CEDAW	Convention on the Elimination of All Forms of Discrimination against Women
CERD	International Convention on the Elimination of All Forms of Racial Discrimination
CRC	Convention on the Rights of the Child
CRPD	Convention on the Rights of Persons with Disabilities
ECHR	European Convention on Human Rights
ECtHR	European Court of Human Rights
GRI	Global Reporting Initiative
IBSF	International Bobsleigh and Skeleton Federation
ICCPR	International Covenant on Civil and Political Rights
ICESCR	International Covenant on Economic, Social and Cultural Rights
IF	International Federation
IIHF	International Ice Hockey Federation
IOC	International Olympic Committee
MSE	Mega Sporting Event
NCP	National Contact Point
NF	National Federation
NL-GmbH	Swiss National Ice Hockey League
NOC	National Olympic Committee
OCOG	Organising Committee of the Olympic Games
OECD Guidelines	Organisation for Economic Co-operation and Development Guidelines for Multinational Enterprises

Olympic Host Contract	Olympic Host Contract – Principles
Operational Requirements	Olympic Host Contract – Operational Requirements
SCB	Schlittschuh Club Bern
SFT	Swiss Federal Tribunal
SGB	Sport Governing Body
SIHF	Swiss Ice Hockey Federation
UEFA	Union of European Football Associations
UK	United Kingdom
UNGPs	United Nations Guiding Principles on Business and Human Rights
WGBHR	Working Group on Business and Human Rights

1 Introduction

1.1 Background

Sport can unite people. Athletes and fans enjoy some of the best moments of their lives at Mega Sporting Events (MSE) such as the Olympic Games. However, parallel to the joy and fun of MSEs, forced evictions, labour rights violations such as modern slavery and other human rights violations related to MSEs can cause great harm to individuals and groups of people.¹ Especially leading up to the events, the narrative has often conveyed a picture where human rights protection could not be taken into account.²

Where human rights abuses take place, there are people who suffer from them. In the context of MSEs these could be athletes having to undergo sex-testing to prove their eligibility for the female category,³ the workers experiencing labour rights violations in the construction for MSE-related infrastructures such as stadiums, or the family evicted to make space for hotels constructed for hosting the spectators of the MSEs.⁴ This list is not and cannot be exhaustive, as it is impossible to list all the potential human rights impacts. For the purpose of this thesis, the term “rightsholder” includes all individuals or groups whose human rights are adversely affected by the Olympic Games.

MSEs are organised by different Sport Governing Bodies (SGB) such as the International Olympic Committee (IOC). Legally, the IOC is a non-governmental and not-for-profit organisation formed as an association with the status of a legal person under Swiss Law.⁵ Accordingly, the IOC, is a private, not a state actor, which international law has notoriously had a hard time implementing human rights standards for.⁶ The field of Business and Human Rights emerged to address this issue. Because businesses’ activities span over multiple countries, domestic law failed to provide solutions to any legal issues arising from their transnational activities. On the other hand,

¹ Megan Scoop, ‘The Role of Major Sporting Events in Human Rights Violations: FIFA, the Olympics, and Beyond’ (HRRC, 10 April 2025) <<https://www.humanrightsresearch.org/post/the-role-of-major-sporting-events-in-human-rights-violations-fifa-the-olympics-and-beyond>> accessed 1 March 2026.

² Megan Corrarino, ‘“Law Exclusion Zones”: Mega-Events as Sites of Procedural and Substantive Human Rights Violations’ (Social Science Research Network, 2014) 181 <<https://papers.ssrn.com/abstract=2623989>> accessed 1 March 2026.

³ ‘Olympics: Uphold Human Rights for All Athletes’ (*Sport & Rights Alliance*, 22 January 2026) <<https://sportandrightsalliance.org/olympics-uphold-human-rights-for-all-athletes/>> accessed 21 May 2026.

⁴ Scoop (n 1).

⁵ International Olympic Committee ‘Olympic Charter’, r15(1) <<https://stillmed.olympics.com/media/Documents/International-Olympic-Committee/IOC-Publications/EN-Olympic-Charter.pdf>>.

⁶ Philip Alston, ‘The “Not-a-Cat” Syndrome: Can the International Human Rights Regime Accommodate Non-State Actors?’ in Philip Alston (ed), *Non-State Actors and Human Rights* (Oxford University Press 2000).

international law failed to regulate businesses, as they were non-state actors.⁷ Even though international law had tried for decades to regulate transnational companies, the big breakthrough was achieved by the creation of the United Nations Guiding Principles on Business and Human Rights (UNGPs) in 2011.⁸ The UNGPs were especially impactful because of the influence they had on other frameworks such as the Organisation for Economic Co-operation and Development Guidelines for Multinational Enterprises (OECD Guidelines) which were amended to align with the UNGPs in 2011.⁹

Although this was a significant development in the protection of human rights standards for business related violations, questions regarding meaningful accountability remained. The UNGPs had not been intended to put binding obligations onto businesses and are generally considered a soft law instrument. However, it has been argued that the UNGPs, including their impact on other international regulatory frameworks, must be considered to have a more binding effect than merely voluntary recommendations to businesses.¹⁰

Legal developments and rising societal expectations for businesses to adhere to human rights standards have led to human rights clauses being increasingly included in commercial contracts.¹¹ These clauses define what human rights standards the parties have to meet. Businesses can be motivated to include such clauses to either meet a legal due diligence requirement or to protect themselves from potential scandal in case the other party faces public scrutiny because of human rights violations related to their operations. While contracting parties are generally obliged to not break the law, there is no direct legal obligation to respect human rights. Therefore, including human rights obligations in contracts is a way to put binding obligations on a contracting party.¹²

This trend of including human rights clauses can also be observed in the sport sector.¹³ The IOC has undergone an interesting evolution in including human rights clauses into their Olympic Host Contracts. The contract for the 2020 Olympic Games hosted in Tokyo did not mention human rights. It contained a clause on Sustainability and Olympic Legacy, but that clause focused entirely on environmental aspects failing to acknowledge human rights or

⁷ Robert McCorquodale, *Business and Human Rights* (Oxford University Press 2024) 6.

⁸ *ibid* 4.

⁹ *ibid* 35–36.

¹⁰ *ibid* 43.

¹¹ Johanna Hoekstra, ‘The Use of Human Rights Clauses in International Commercial Contracts’ in Bruno Zeller and Camilla Baasch Andersen (eds), *Routledge Handbook on Transnational Commercial Law* (1st edn, Routledge 2025) 432.

¹² *ibid* 430.

¹³ Daniela Heerdt, ‘Tapping the Potential of Human Rights Provisions in Mega-Sporting Events’ Bidding and Hosting Agreements’ (2018) 17 Int Sports Law J 170, 171.

social issues more generally.¹⁴ For the following Winter Olympics in Beijing in 2022, there was still no mention of human rights in the contract. However, they amended Clause 12 of the Beijing contract to include the obligation to adhere to health and safety, as well as labour and anti-corruption laws.¹⁵ From the next Olympic Host Contract onwards, meaning the one for the Paris 2024 Summer Olympics, the structure of the contract changes significantly to the previous ones. Finally, in Clause 13 on the respect of the Olympic Charter and Olympism, the obligation to protect and respect human rights, as well as providing a remedy for violations, has been added.¹⁶ This inclusion of human rights in the Olympic Host Contract was implemented as a step of the IOC's Agenda 2020, a project in which the IOC implemented different legacy and sustainability strategies in different levels of their operations.¹⁷

1.2 Research Objective and Research Question

This thesis aims to provide a better understanding of the use of the human rights clause in the Olympic Host Contract. There have been authors who have written on these developments and who have analysed and criticised these clauses.¹⁸ These papers provide a good baseline onto which this thesis aims to build. The research objective of this thesis is to provide an in-depth analysis of the clause, with a focus on the enforcement options the rightsholders themselves have or should have through the human rights clause in the Olympic Host Contract. And thus provide a deeper understanding of how the clause adds to accountability for human rights violations related to the Olympic Games from a rightsholder's perspective.

¹⁴ International Olympic Committee, 'Host City Contract – Principles – Games of the XXXII Olympiad in 2020' <https://stillmed.olympics.com/media/Document%20Library/OlympicOrg/Games/Summer-Games/Games-Tokyo-2020-Olympic-Games/2017-05-08_01-Host-City-Contract-2020.pdf> accessed 17 March 2026.

¹⁵ International Olympic Committee, 'Host City Contract – Principles – XXIV Olympic Winter Games 2022' <https://stillmed.olympic.org/Documents/Host_city_elections/Host-City-Contract-XXIV-Olympic-Winter-Games-in-2022--Beijing-Execution-no-signature.pdf> accessed 17 March 2026.

¹⁶ International Olympic Committee, 'Host City Contract – Principles – Games of the XXXIII Olympiad in 2024' 16 <<https://stillmed.olympics.com/media/Document%20Library/OlympicOrg/Documents/Host-City-Elections/XXXIII-Olympiad-2024/Host-City-Contract-2024-Principles.pdf>> accessed 17 March 2026.

¹⁷ International Olympic Committee, 'Olympic Agenda 2020 - Closing Report' (2021) 4, 18 <<https://stillmed.olympics.com/media/Document%20Library/OlympicOrg/IOC/What-We-Do/Olympic-agenda/Olympic-Agenda-2020-Closing-report.pdf>> accessed 13 May 2026.

¹⁸ Daniela Heerdt, 'A Rights-Holder View on Human Rights Provisions in Olympic Bidding and Hosting Regulations' (2020) 114 AJIL Unbound 356, See for example: Heerdt, 'Tapping the Potential of Human Rights Provisions in Mega-Sporting Events' Bidding and Hosting Agreements' (n 13); Tomáš Grell, 'The International Olympic Committee and Human Rights Reforms: Game Changer or Mere Window Dressing?' (2018) 17 Int Sports Law J 160.

Therefore, this thesis will examine the question of how human rights clauses in the IOC's Olympic Host Contracts can contribute to accountability for MSE-related human rights abuses from a rightsholder's perspective.

1.3 Method and Material

The research method used in this thesis is the Doctrinal Legal Research method. This method can be described as a two-part process. Firstly, a legal baseline is defined by identifying the legal framework governing the issue at hand. Secondly, this text is analysed and interpreted.¹⁹ Bhat describes the Doctrinal Legal method as an “inductive method of reasoning”, which provides not only insight into the current state of law, but also the visionary future of it.²⁰

To examine the research question, the thesis will employ the Doctrinal Legal Research method to identify the current legal framework governing the issue of human rights clauses in the Olympic Host Contracts, which is Swiss Contract Law according to the contract itself. Building onto this, the thesis will analyse and identify how rightsholders can use those clauses to activate accountability. This analysis will be further supported by current standards on business and human rights, namely the UNGPs and the American Model Clauses on Human Rights. Finally, the research, analysis and interpretation will additionally be supported by academic literature.

This thesis will primarily examine the human rights clause in the Model Olympic Host Contract from 2020. This Model Contract can be found in the IOC's Contractual Framework document. It is directed at the countries and regions interested in hosting the Olympic Games and serves to better understand what the IOC requires from them if they would end up hosting the Games.²¹ Its purpose is to clarify the key contractual clauses of the Olympic Host Contract, regardless of the geographical and cultural context. Thus, the contracts are only minimally amended in the actual Olympic Host Contracts, signed for each of the Olympics. The human rights clause at the centre of this thesis can be found unchanged in six of the actual Olympic Host Contracts (Paris 2024, Milano Cortina 2026, LA 2028, French Alps 2030, Brisbane 2032, Utah 2034), which have taken place or will take place after the publication of the IOC's Model Olympic Host Contract. Thus, these six Olympic Games will be used to substantiate the analysis. The sample is

¹⁹ Terry Hutchinson and Nigel Duncan, 'Defining and Describing What We Do: Doctrinal Legal Research' 17 *Deakin L Rev* 83 (2012) 110.

²⁰ P Ishwara Bhat, 'Doctrinal Legal Research as a Means of Synthesizing Facts, Thoughts, and Legal Principles' in P Ishwara Bhat, *Idea and Methods of Legal Research* (1st edn, Oxford University Press 2020) 148.

²¹ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' 4
<<https://stillmed.olympics.com/media/Document%20Library/OlympicOrg/Games/Future-Olympic-Hosts/Contractual-framework-for-hosting-the-Olympic-and-Paralympic-Games-January-2020.pdf>> accessed 3 May 2026.

limited to six contracts, as the Paris 2024 is the first one to explicitly mention human rights obligations and the Utah 2034 is the latest contract signed as of the start of this research. As for the clauses focussed on, this thesis will examine only clauses which specifically mention human rights as an obligation, as well as enforcement clauses in case of breach of the contract, to examine the possibility for rightsholders to base claims in the contract. Further clauses which might infer human rights obligations, such as environmental or anti-discrimination obligations, will not be analysed, as this thesis focusses on the structural question of how the contracts help the rightsholders to raise human rights issues in general.

1.4 Delimitations

This thesis is limited to the examination of the Olympic Host Contracts by the IOC. This thesis will not address other SGBs and MSEs. As explained above, the IOC has adopted a full human rights strategy, of which the human rights commitment in the Olympic Host Contract is only one part. This thesis is only focussed on this one part, not on the strategy as a whole. Furthermore, this thesis is limited to a theoretical analysis of the issue, as there have not been any judgments in which the human rights clauses in Olympic Host Contracts have been invoked.

This thesis excludes the question of how the human rights clause would interact with different domestic legal instruments such as the French Duty of Vigilance Law or the Californian Supply Chain Act, as it focusses strictly on Swiss Law, which is the applicable law of the Olympic Host Contract.

Lastly, this thesis does not provide an in-depth analysis of the real impact the human rights clause has had at the Paris 2024 and the Milano Cortina 2026 Olympic Games.

1.5 Outline

Firstly, this thesis provides an introduction into how the Olympic Games are governed. The second chapter introduces the relevant actors and their role in the governance of the Olympic Games, which will be followed by an explanation of the contracts involved in the organisation and delivery of the Olympic Games, which link the actors. In the third chapter, the human rights clause in the Olympic Host Contract is introduced and it explains how the personal and material scope of the clause are vaguely worded, which is why there is a need for interpretation of the clause. In the fourth chapter, the personal and material scope of the clause will be interpreted and analysed more in-depth. Firstly, the personal scope of the clause will be interpreted in regard to whether it can be argued to imply a contract conferring rights to the rightsholders as per Article 112 of the Swiss Code of Obligations. Further this part will focus on materialising the necessity for human rights clauses in contracts from a human rights perspective. The second part of the fourth

chapter delves into the material scope of the clause. It aims to provide a better understanding of the duty of the contracting parties and indicates the implications from a human rights perspective of this material scope. The fifth chapter then delves into how grievance mechanisms impact accountability for human rights abuses. It further analyses the mechanisms available to the rightsholders, specifically under this clause, and whether they are effective to further accountability.

2 Governance of the Olympic Games

The Olympic Games, like other MSEs, are complex undertakings, which involve a complex web of actors and business relationships. They are organised under the contractual framework of the Olympic Host Contract. The contracting parties are the International Olympic Committee, the city hosting the Games and the Host NOC of the country they take place in. There are however many additional actors involved. To understand the obligations defined in the human rights clause in the Olympic Host Contract and the human rights implications it has, it is essential to understand who these actors are and how they are connected. This chapter thus provides an overview of the actors involved in the staging of the Olympic Games, as well as how they are connected through the contractual governance of the Games.

2.1 The Olympic Ecosystem

As MSEs such as the Olympic Games are huge undertakings, there are a multitude of different actors involved, who are important to know to understand the system and the issues that come with it. For the Olympic Games, the most important actors are described as the Olympic System by Chappelet, which split into three categories: the established actors, the new actors and the main regulatory bodies.²²

The established actors are the IOC, the National Olympic Committees (NOCs), the Organising Committee of the Olympic Games and Paralympic Games (OCOG), the international sports federations (IF) and the national sports federations (NF).²³ The IOC is the umbrella organisation, providing knowledge and the regulatory framework which govern the Olympic Games from the bidding stage to the organising and the delivery stage.²⁴ They formally own the Olympic Games.²⁵ The NOCs on the other hand are responsible for sending athletes to the games, and have significant influence on the OCOG, and therefore over the Games.²⁶ The hosting NOC (Host NOC) are also responsible for the organisation, financial liability and staging of the Olympic Games.²⁷ The establishment of the OCOG is one of the first points

²² Jean-Loup Chappelet, *The International Olympic Committee and the Olympic System: The Governance of World Sport* (Routledge 2008).

²³ Jean-Loup Chappelet, 'The Governance of the Olympic System: From One to Many Stakeholders' (2023) 8 *Journal of Global Sport Management* 783, 788.

²⁴ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 5.

²⁵ Daniela Heerdt, 'Addressing Human Rights Abuses at Mega-Sporting Events—A Shared Responsibility in Theory and Practice' (2023) 4 *Front Sports Act Living* 1067088, 2.

²⁶ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 5.

²⁷ International Olympic Committee, 'Factsheet: Roles and Responsibilities during the Olympic Games' 3 <<https://stillmed.olympics.com/media/Documents/Olympic-Games/Factsheets/Roles-and-responsibilities-during-the-Olympic-Games.pdf>> accessed 13 March 2026.

of action for the planning of Olympic Games, as it is a temporary committee which must be newly established for each edition of the Games.²⁸ Its executive body is made up of IOC members of the host country, the president and secretary general of the NOC, and a minimum of one member to represent the host region, often the Host City. The OCOG takes on a variety of responsibilities in the organisation of the respective Olympic Games, including for example venues, accommodation for athletes and catering, or protection of the Olympic trademark. Which tasks fall into its responsibilities is further defined in the Olympic Host Contract.²⁹ The OCOG starts off small, and grows throughout the planning process, accumulating thousands of employees.³⁰ The IFs are responsible for how their sport will be carried out at the Olympic Games and by whom. This means they are responsible for the rules of the sport, as well as eligibility criteria for athletes, the appointing of referees, judges and other officials. Furthermore, they are responsible for the actual event, such as delivering the results and rankings after the competition.³¹ The NFs impact the Olympic Games only through their membership in the respective IFs.³²

The new actors according to Chappelet, are those which have grown in significance later than the established actors. They are the national and international sponsors, the leagues of professional athletes and professional teams, as well as governments and intergovernmental organisations.³³ Interestingly, these new actors take on different legal forms, contrary to the established actors, which are all non-profit organisations.

Governments and intergovernmental organisations have become more involved in the Olympic system due to issues such as doping, violence and corruption.³⁴ Regardless of this, states and state organs have always been involved in the Olympic Games as the host state. This means local, regional and national state organs are involved in the planning and delivery by assisting the OCOG in various ways including providing infrastructure and security. Furthermore, state authorities amend and introduce legislation and administrative processes to aid the efficient delivery of the event.³⁵ Specifically, the governments of the cities hosting the Olympic Games are

²⁸ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 5.

²⁹ International Olympic Committee, 'Factsheet: Roles and Responsibilities during the Olympic Games' (n 27) 4.

³⁰ International Olympic Committee, 'Organising Committees for the Olympic Games' <<https://www.olympics.com/ioc/olympic-games-organising-committees>> accessed 17 March 2026.

³¹ International Olympic Committee, 'Factsheet: Roles and Responsibilities during the Olympic Games' (n 27) 3.

³² Chappelet (n 22) 59.

³³ *ibid* 8–10.

³⁴ *ibid* 8.

³⁵ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 5.

important stakeholders from a human rights perspective. They are deeply involved in the planning of the Olympic Games and are parties to the Olympic Host Contract.³⁶

National and international sponsors are usually for-profit companies.³⁷ Whereas the national sponsors work with NOCs, NFs and the corresponding OCOG, the international sponsors work directly with the IOC and the IFs. Even broadcasters could be considered to be a part of this category as they pay huge sums to the IOC for the broadcasting rights and have the potential to attract other sponsors.³⁸

The last new actors described by Chappelet are leagues of professional athletes or teams. They work closely with IFs and NFs and impact the games mostly with the power they hold for allowing or refusing their athletes to take part in the games.³⁹ An example of this can be found at the Beijing 2022 Winter Games, where the National Hockey League of the United States had decided that the athletes playing in their league would not be allowed to attend the Games, as they decided to reschedule matches of the ongoing season, which were suspended because of Covid-19 reasons, to the period the Games took place. They further raised health and safety concerns regarding the participation, referring to the ongoing pandemic.⁴⁰

Finally, the three main regulatory bodies described by Chappelet are the Court of Arbitration for Sport (CAS), the World Anti-Doping Agency and the IOC's Ethics Commission. The CAS is a permanent arbitration tribunal, specialised in the sport system.⁴¹ According to the IOC's Olympic Charter, CAS enjoys exclusive jurisdiction for disputes related to the Olympic Games.⁴² The World Anti-Doping Agency is the regulatory authority on doping. Individual decisions on cases can be appealed to the CAS.⁴³ Finally, the IOC's Ethics Commission is the authority on the ethics framework of the IOC and is responsible for the evaluation of any claims of non-respect of those principles. However, sanctions must be approved by the IOC's executive board.⁴⁴

Chappelet's model gives a comprehensive overview of the institutional side of the Olympic System. To explore questions of human rights in relation to the Olympics however, it is necessary to broaden this model. Adopting an

³⁶ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 5.

³⁷ Chappelet (n 22) 9.

³⁸ *ibid* 8.

³⁹ *ibid* 9.

⁴⁰ Nicholas Cotsonika, 'NHL Decision to Not Go to Olympics Based on COVID-19 Spread (NHL.com, 22 December 2021) <<https://www.nhl.com/news/nhl-decision-to-not-go-to-olympics-based-on-coronavirus-spread-329207292>> accessed 14 March 2026.

⁴¹ Chappelet (n 22) 16.

⁴² Olympic Charter (n 5) r 61(b).

⁴³ Chappelet (n 22) 17.

⁴⁴ Olympic Charter (n 5) r 22.

approach which is not only institution-focussed but also people-centric allows for a more holistic understanding of the actors involved in MSEs and how they interact.⁴⁵ The Centre for Sport and Human Rights have created a map of the MSE ecosystem, including both a people-centric approach, as well as an institutional approach.

The map shows athletes, other individuals and communities involved or impacted by MSEs in the centre of the stadium. This represents a people-centric model in the most literal way possible. Surrounding the individuals and communities are the institutional, as well as the governmental actors. The Centre for Sport and Human Rights aimed to show interdependencies and interactions of the actors in the MSE ecosystem.⁴⁶ The map provides a broad picture of all actors actively or passively involved in the sport system and makes vulnerabilities visible.⁴⁷

⁴⁵ David Grevemberg and Ava Bowers, 'The Mega-Sporting Events Ecosystem: An Overview' in Shubhaim Jain, William Rook and Daniela Heerdt (eds), *The Routledge Handbook of Mega-Sporting Events and Human Rights* (Routledge 2023) 28.

⁴⁶ 'Sports Ecosystem' (*Centre for Sport and Human Rights*) <<https://www.sporhumanrights.org/what-we-do/sports-ecosystem/>> accessed 25 April 2026.

⁴⁷ Grevemberg and Bowers (n 45) 28.

Sports Ecosystem

-  People and communities whose human rights must be protected and respected.
-  States and government bodies that have a duty to promote, protect, and fulfill human rights.
-  Institutions and business actors who have a responsibility to respect human rights.

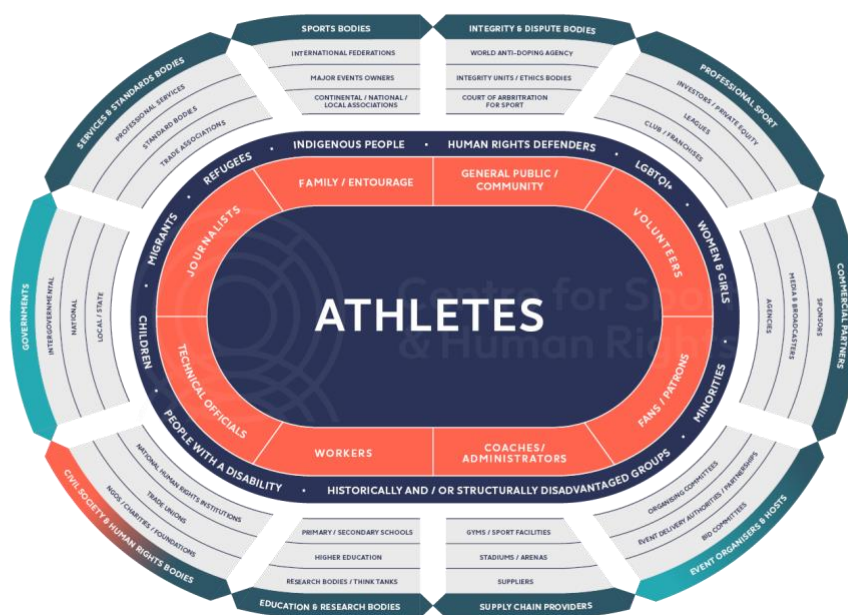


Figure: Centre for Sport and Human Rights Sport Ecosystem Model⁴⁸

Drawing upon this map, Chappelet's Olympic System can be expanded with two more main actors: rightsholders and supply chain providers. Firstly, the rightsholders must be added as they are the ones at the centre of discussions around human rights violations.⁴⁹ The supply chain providers on the other hand must be added as they are a powerful actor in the sport system for goods and services such as construction work or the production of merchandise and medals. They are the ones who decide on working conditions and the sourcing of their material, which is where human rights abuses in the supply chain, i.e. labour rights abuses, can take place.⁵⁰

In summary, the Olympic system is made up of many types of actors: domestic and international, public and private, individuals, as well as communities and institutions. For the purpose of this thesis, the most important actors are the IOC, the NOCs, the host cities, the rightsholders and the supply chain providers. All actors are somehow connected to each other. And these relationships are formalised by a multitude of contracts.⁵¹

2.2 Contractual Governance of the Olympic Games

⁴⁸ Centre for Sport and Human Rights (n 46).

⁴⁹ United Nations General Assembly, 'Report of the Working Group on the Issue of Human Rights and Transnational Corporations and Other Business Enterprises' (2017) A/72/162 para 19.

⁵⁰ Mega-Sporting Events Platform for Human Rights, 'The Mega-Sporting Event Lifecycle: Embedding Human Rights from Vision to Legacy' (2018) 21.

⁵¹ Heerdt, 'Addressing Human Rights Abuses at Mega-Sporting Events—A Shared Responsibility in Theory and Practice' (n 25) 2.

To understand the Olympic System better from a legal point of view, it is helpful to sketch out the contractual governance of the Olympic Games. Firstly, there is a bidding process where potential Host Cities and NOCs draft a bid, following strict requirements by the IOC. After deciding what city, and therefore also what NOC, is allowed to host the Olympic Games, the IOC and those parties sign a contract. This contract is the Olympic Host Contract⁵², which consists of two parts. The first part is the *Olympic Host Contract – Principles* (Olympic Host Contract), in which the fundamental obligations of the contracting parties are defined, including the human rights clause at the centre of this thesis. The second part is the *Olympic Host Contract – Operational Requirements* (Operational Requirements). In the Operational Requirements, the more specific requirements for the successful execution of the Olympic Games are defined.⁵³ Also included in the Olympic Host Contract is a section on the Paralympic Games.⁵⁴ Unless agreed upon a different approach, the Host City and Host NOC undertake to host not only the Olympic, but also the Paralympic Games.⁵⁵ This is already decided during the bidding phase and the Paralympic Games are thus included in the Olympic Host Contract.

These Olympic Host Contracts are the first step, after the bidding process, in the organisation of the Olympic Games. Next, the OCOG enters more contractual relations with other parties such as public actors and other private actors, in order to fulfil its duty to deliver the Games.⁵⁶ The contracting parties of the Olympic Host Contract must be able to fulfil their obligations as set out in the Olympic Host Contract, and thus enter into contractual relationships to do so. They must for example secure venues where the Games can be hosted, accommodation for different stakeholders, must provide security, medical service and various public services.⁵⁷ This creates a chain of contracts, starting with the Olympic Host Contract, at the end of which the Olympic Games are carried out and enjoyed by the spectators.

SGBs have a responsibility to address human rights risks in their business relationships, as any other business does too.⁵⁸ The Danish Institute for Human Rights defines supply chains to include “physical assets as well as

⁵² In the older documents, the Olympic Host Contract is referred to as Host City Contract.

⁵³ International Olympic Committee, ‘Contractual Framework for Hosting the Olympic and Paralympic Games’ (n 21) 7.

⁵⁴ *ibid* 30-31 of Annex.

⁵⁵ *ibid* 9.

⁵⁶ *ibid* 7.

⁵⁷ *ibid* 9–12.

⁵⁸ John G. Ruggie, “FOR THE GAME. FOR THE WORLD.” FIFA and Human Rights’ (Harvard Kennedy School Corporate Responsibility Initiative and Shift 2016) 20; Office of the High Commissioner, ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (2011) UN Doc HR/PUB/11/04 14; OECD, *OECD Guidelines for Multinational Enterprises on Responsible Business Conduct* (OECD 2023) 18.

labour within all tiers of suppliers who contribute to a product or service”.⁵⁹ If the Olympic Games are seen as the end product, all services and goods which are required to deliver them are part of their supply chain. This would for example include the raw materials used in building infrastructure, required for the staging of the Olympic Games as well as the labour needed for making the raw materials and building the stadium. The Olympic Host Contract as the kick-starter for the contractual organisation of the games lays the contractual basis for the rest of the supply chain contracts.

In conclusion, the Olympic Games are organised and delivered by a multitude of different actors. The IOC, Host City and Host NOC sign the Olympic Host Contract, through which the formation of the OCOG is enabled, which is then also bound to the contract. These actors are thus considered the contracting parties of the Olympic Host Contract. The signing of the Olympic Host Contract kick-starts a chain of other contracts which are needed to bring the Olympic Games to life.

⁵⁹ Gabrielle Holly and others, ‘Due Diligence in the Downstream Value Chain: Case Studies of Current Company Practice’ (The Danish Institute for Human Rights 2024) 7.

3 Human Rights Clause in the Olympic Host Contract

The *Olympic Host Contract – Principles*, between the IOC, the Host City, Host NOC and OCOG, contains a section on the Respect of the Olympic Charter and the promotion of Olympism as a core requirement of the contract. This is where the IOC decided to include a clause on the protection and respect of human rights, and remediation of any violations of human rights. The clause reads as follows:

“13.2. Pursuant to their obligations under §13.1, the Host, the Host NOC and the OCOG shall, in their activities related to the organisation of the Games:

[...]

b. 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;”⁶⁰

This wording is ambiguous and leaves many questions open, which will be discussed in this chapter.

3.1 Personal Scope

The Olympic Host Contract has three signatories: the IOC, the Host NOC and the Host City. The OCOG, which is created for the organisation of the Olympic Games, is not an actual party to the contract but is bound by the contract as if it were a party to it.⁶¹ In this thesis, the OCOG is therefore included when mentioning the contracting parties.

The Clause 13.2 of the Olympic Host Contract lays obligations upon the Host City, the Host NOC and the OCOG.⁶² This signifies, that the IOC is not directly bound to adhere to this clause. All the contracting parties are private actors except for the Host City, which is a state actor. Therefore, the Host City is already obliged to adhere to the human rights standards of the Host Country.

⁶⁰ International Olympic Committee, ‘Contractual Framework for Hosting the Olympic and Paralympic Games’ (n 21) 14 of Annex.

⁶¹ *ibid* 3 of Annex.

⁶² *ibid* 14 of Annex.

It is not clarified in the contract who is to benefit from this clause. Those who are supposed to be protected by the clause - human rights holders - are not party to the contract after all. The clause does not exclude the possibility for a third party to enforce the contract. This is relevant, when considering the rightsholders' possibilities to enforce the contract themselves. This will be discussed further in Chapter 4.1.

3.2 Material Scope

The clause requires the protection and respect of human rights, as well as remediation of all violations of human rights to be consistent with "all international agreements, laws and regulations applicable in the Host Country", and "in a manner consistent with internationally-recognised human rights standards and principles [...] applicable in the Host Country".⁶³ This obligation can be split up into two issues: the duty put on the contracting parties and the framework of reference for these actions which includes the limitation to only the framework applicable in the Host Country.

Firstly, the duty itself is to protect and respect human rights, as well as to remedy any occurring human rights violations.⁶⁴ What it means exactly to protect and respect human rights and remedy any violations is not explained further. Thus, interpretation to understand these duties better is required.

The contract does not specify what the standards and principles are it is referring to, other than that they include the UNGPs and that they are limited to only those applicable in the Host Country. In the Operational Requirements for the Paris 2024 and the ones for the Milano Cortina 2026 Olympic Games (dated June 2018), it is specified what possible human rights issues might occur related to the Olympic Games, including labour rights, displacement, children's rights, the right to a peaceful assembly and media freedom.⁶⁵ This section was however removed in the Operational Requirements from 2022⁶⁶ which are applied for all the Olympic Games from 2028 onwards. In the section on venues under "VEN 08 – Infrastructure sustainability planning and management", the Operational Requirements from 2022 define that displacement of existing homes and businesses, as well as negative impacts on indigenous people and land rights is to be avoided.⁶⁷ These mentions could

⁶³ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 14 of Annex.

⁶⁴ *ibid.*

⁶⁵ International Olympic Committee, 'Host City Contract – Operational Requirements (2018)' 127
<<https://stillmed.olympics.com/media/Document%20Library/OlympicOrg/Games/Host-City-Contract/HCC-Operational-Requirements.pdf>> accessed 18 May 2026.

⁶⁶ International Olympic Committee, 'Olympic Host Contract – Operational Requirements (2022)' <<https://stillmed.olympics.com/media/Documents/Olympic-Games/Future-Host/OHC-Operational-Requirements-2022-addendum.pdf>> accessed 6 May 2026.

⁶⁷ *ibid* 90.

indicate some intent to use the corresponding legal standards such as those set out in the UN Declaration on the Rights of Indigenous People, as a frame of reference in what manner the organisation of the Olympic Games should be carried out.

Additionally, there is a limitation on what international agreements and standards are applicable, which raises some questions. The limitation that the laws, regulations and standards which are applicable in the host country apply, signifies a difference in applicable laws, regulations and standards depending on the Host Country. This is not only the case with domestic laws and standards, but also with international law, as it is a consent-based system, requiring states to opt in to international agreements.⁶⁸ The impacts this limitation has and thus what the applicable standards and principles are, will be explored in the following chapter.

3.3 Chapter Conclusion

Regarding the personal scope, it is unproblematic who this clause lays obligations upon the Host City, the Host NOC and the OCOG. The contract does not specifically include or exclude the possibility for third parties to enforce the contract themselves. Regarding the material scope, Clause 13.2(b) of the Olympic Host Contract requires the Host City, the Host NOC and the OCOG to respect and protect human rights, as well as to remedy any occurring violations. It is not explained what exactly is required of the parties to fulfil their obligation to protect, respect and remedy, which is why it needs further interpretation. Also, these obligations must be fulfilled in a manner consistent with internationally recognised standards to be consistent with “all international agreements, laws and regulations”, and “in a manner consistent with internationally-recognised human rights standards and principles”. However, the contract lacks a definition of international agreements, laws and regulations and internationally recognised human rights standards and principles. Additionally, the clause limits itself to only those international agreements, laws and regulations and human rights standards and principles which are applicable in the Host Country in which the respective Olympic Games will be held. It is thus unclear what the actual obligations and rights in the contract are.

The next chapter will provide a deeper analysis of the personal and material scope of the Clause 13.2(b). The chapter will draw on the applicable domestic law, which is Swiss Law according to the Olympic Host Contract⁶⁹, as well as soft law concerning the human rights obligations of businesses, to interpret and analyse the personal scope of this clause. After, the material scope of Clause 13.2(b) of the Olympic Host Contract will be interpreted and analysed

⁶⁸ Heerdt, ‘Tapping the Potential of Human Rights Provisions in Mega-Sporting Events’ Bidding and Hosting Agreements’ (n 13) 176–177.

⁶⁹ International Olympic Committee, ‘Contractual Framework for Hosting the Olympic and Paralympic Games’ (n 21) 36 of Annex.

in order to make more sense of the actual obligations and rights set out in the clause.

4 Interpretation of the Human Rights Clause

As explained in the previous chapter, the Clause 13.2(b) of the Olympic Host Contract introduces a human rights commitment of the parties. Looking at the clause more closely, it becomes clear that it is ambiguously worded. This chapter will thus provide a deeper analysis of the clause.

4.1 Personal Scope

Hoekstra identified different barriers to human rights clauses in commercial contracts to be effective.⁷⁰ One of the main issues Hoekstra points out is the question of third-party beneficiaries.⁷¹ This is one of the main issues with human rights clauses in contracts. On one hand, contracts are meant to regulate the relationship of the contracting parties. Enforcement rights of contracts are therefore usually given to the contracting parties, not others.⁷² Human rights clauses on the other hand, are usually meant to protect rightsholders who are not contracting parties, making them third parties to the contract.⁷³ This subchapter will examine Swiss Law at first, to interpret whether the clause confers rights to third parties. Secondly, this subchapter delves into soft law instruments and academic literature to examine the necessity of a human rights clause in a contract to be effective from a rightsholder's perspective.

4.1.1 Swiss Contract Law

The interpretation of contracts depends heavily on what legal system is applicable. In the Olympic Host Contract, the parties agreed on Swiss law to be applicable.⁷⁴ This makes the Swiss Code of Obligations applicable, which contains the Swiss contract law. Using Swiss contract law to interpret the contract can help clarify the personal scope of the Clause 13.2(b) of the Olympic Host Contract, specifically the question of what the rights of the rightsholders are through the clause.

In Swiss contract law, there is the possibility to confer rights to a third party through contractual obligations.⁷⁵

⁷⁰ Hoekstra (n 11).

⁷¹ *ibid* 434.

⁷² *ibid* 430.

⁷³ Heerdt, 'A Rights-Holder View on Human Rights Provisions in Olympic Bidding and Hosting Regulations' (n 18) 360; Heerdt, 'Addressing Human Rights Abuses at Mega-Sporting Events—A Shared Responsibility in Theory and Practice' (n 25) 179–180.

⁷⁴ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 36.

⁷⁵ Federal Act on the Amendment of the Swiss Civil Code – Part Five: The Code of Obligations 1912 art 112.

Article 112 of the Swiss Code of Obligations states:

“¹ A person who, acting in his own name, has entered into a contract whereby performance is due to a third party is entitled to compel performance for the benefit of said third party.

² The third party [...] have the right to compel performance where that was the intention of the contracting parties or is the customary practice.

³ In this case the obligee may no longer release the obligor from his obligations once the third party has notified the obligor of his intention to exercise that right.”⁷⁶

There are two types of contractual obligation conferring rights to a third party: the real and the unreal contract to the benefit of a third party.⁷⁷ The difference between the two is whether the third party is granted enforcement rights (real contract conferring rights to a third party) or only the parties can enforce the rights to the benefit of the third party (unreal contract conferring rights to a third party).⁷⁸ According to Article 112(2) of the Swiss Code of Obligations, where the contract does not specify whether it is real or unreal, the intent of the contracting parties and customary practices, if any, must be examined. Both versions must be differentiated from a contractual obligation of mere performance to a third party, which confers no rights to the third party.⁷⁹ As determined before, the Olympic Host Contract does not explicitly grant the right to take legal action to third parties. Therefore, it must be examined whether the contracting parties had the intent to do so or if a customary practice to do so exists. This analysis must be carried out with the consideration of all circumstances and interests involved. Significant tools of the analysis can be the contract itself, the wording of it, as well as the behaviour of the parties after the signing of the contract.⁸⁰

Arguing that Clause 13.2(b) of the Olympic Host Contract is not an obligation of mere performance to a third party but confers rights to rightsholders would add another tool, contract law, to enforce their rights. This is strongest if the clause is interpreted to allow a direct enforcement right, as that makes them independent from the contracting parties' good-will to pursue a claim for the rightsholders' benefit. Thus, arguing for Article 112(2) to be applicable, strengthens the rightsholder's position. This right is further strengthened by the prohibition of the obligor's release from the obligation by the obligee, in case the third party declares intention to exercise this right.⁸¹ This means that

⁷⁶ Swiss Code of Obligations art 112.

⁷⁷ Corinne Zellweger-Gutknecht, 'Art. 112' in David Oser and Corinne Widmer Lüchinger (eds), *Obligationenrecht. I: Art. 1–529 OR* (8. Auflage, Helbing Lichtenhahn 2026) para 1.

⁷⁸ *ibid.*

⁷⁹ *ibid.*

⁸⁰ *ibid* 9.

⁸¹ Swiss Code of Obligations art 112(3).

once a rightsholder would declare the intention of making use of their right as a third party under Article 112(2) of the Swiss Code of Obligations, the other contracting parties would not be allowed to release the party allegedly breaching the Clause 13.2(b) from their obligation. In case, this argument would hold up in front of a court, this would significantly strengthen the rightsholder's access to remedy.

The question is whether the Clause 13.2(b) in the Olympic Host Contract is a contract conferring rights to a third party as defined in Article 112 of the Swiss Code of Obligations. There are four requirements to distinguish, whether a contract is conferring rights to a third party.

4.1.1.1 Intent of Contracting Parties

First, the parties must express mutual intent through the contract to confer rights to a third party. The intent must be mutual but not necessarily explicit. It is enough if it is implied in the contract.⁸² By signing the Olympic Host Contract, the contracting parties expressed mutual intent to bind themselves to all clauses, including Clause 13.2(b). But it is unclear if they intended the obligation to be fulfilled to a third party, thus conferring rights to third parties, as the contract does not include specific rules on third parties.⁸³ The intent of the contracting parties is therefore at the centre of this question, as it is not explicitly included but could be implied.

Clause 13.2(b) obliges the Host City, the Host NOC and the OCOG to respect and protect human rights as well as to remedy any violations. Human rights protect the most essential rights of human beings, the rightsholders. By their nature, respect and protection of human rights is meant to protect rightsholders, not the contracting parties. In the case of the Olympic Games, human rights violations have affected different groups of people, such as migrant workers, activists, journalists, and the inhabitants of neighbourhoods.⁸⁴ The clause is therefore geared to the benefit of the rightsholders, who are not contracting parties. Respecting, protecting and remediating is the obligation, which is therefore owed not to the other contracting parties, but the rightsholders.

There are two cases which could help interpret the clause. Firstly, a Swiss ice hockey club, the Schlittschuh Club Bern (SCB), claimed damages based on a contract between the International Ice Hockey Federation (IIHF) and the Swiss Ice Hockey Federation (SIHF) and the Swiss National Ice Hockey

⁸² Zellweger-Gutknecht (n 77) para 5.

⁸³ Clause 38 of the Olympic Host Contract concerning Indemnification and Waiver of Claims mentions claims by third parties but merely regulates the liability of the contracting parties to each other, not in any external relations.

⁸⁴ Human Rights Watch, 'Raising the Bar: Mega-Sporting Events and Human Rights' *World Report 2015* (2015) <<https://www.hrw.org/world-report/2015/country-chapters/global-1>> accessed 23 April 2026.

League (NL-GmbH) in front of the CAS.⁸⁵ The contract concerned the participation of Swiss Ice Hockey Teams in the IIHF's Champions Hockey League. After the IIHF had decided to suspend the Champions Hockey League for two seasons because of financial hardships, SCB appealed to the CAS, arguing that they were entitled to damages based on the contract was a third party under Article 112(2) of the Swiss Code of Obligations.⁸⁶ They based their claim in the clause of the contract between the IIHF and the SIHF and NL-GmbH which defined which Swiss ice hockey teams would be allowed to participate in the Champions Hockey League.⁸⁷ SCB met that definition, thus would have been allowed to play in the Champions Hockey League based on that contract. After the CAS sided with SCB, the IIHF appealed the CAS award to the highest court of Switzerland, the Swiss Federal Tribunal (SFT), which denied the applicability of Article 112(2), arguing a lack of intent of the parties to confer rights to a third party.⁸⁸ An important factor for that judgment was that even though there was a settlement agreement after the suspension of the Champions Hockey League between the contracting parties of the ice hockey case (between the IIHF and the SIHF and the NL-GmbH) which mentioned potential claims by clubs, the SFT did not interpret it to manifest the intent of the contracting parties to confer rights to clubs as third parties as this settlement agreement was signed one and a half years after the initial contract.⁸⁹

This settlement agreement is an interesting parallel to the Olympic Host Contract. The Olympic Host Contract contains a section on Indemnification and Waiver of Claims, which mentions claims by third parties.⁹⁰ This section does not mention the possibility of third parties to raise claims; it merely deals with the internal relation of the contracting parties in case of claims by third parties.⁹¹ Thus, it could be assumed that the SFT would interpret this similarly. However, these cases differ in one significant aspect. In the ice hockey case, the settlement agreement was signed one and a half years after the initial contract, which was the contract on which the SCB based their claim on. This was given rather big significance by the SFT in denying a connection of intent, as it was far apart in time.⁹² In the Olympic Host Contract however, the clause potentially conferring rights to third parties, and the mention of third parties in the Indemnification and Waivers section have been signed at the same time as they are included in the same contract. Thus,

⁸⁵ *BGer 4A_627/2011*.

⁸⁶ *ibid A*.

⁸⁷ *ibid*.

⁸⁸ *ibid* 3.5.3.

⁸⁹ *ibid*.

⁹⁰ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 33 of Annex.

⁹¹ *ibid*.

⁹² *BGer 4A_627/2011* (n 85) s 3.5.3.

the time element is not a factor. Therefore, it could be argued that this section could be used to interpret subjective intent to confer rights to a third party.

This case does give some reference to how to interpret the Clause 13.2(b) of the Olympic Host Contract regarding the intent of the contracting parties, but is still different in content as the ice hockey case does not deal with a human rights question, meaning it cannot give a satisfying answer.

In another case, the SFT decided that the contractual obligation of a buyer to provide accident insurance for the workers of the supplier constituted a contract conferring rights to a third party as defined in Article 112 of the Swiss Code of Obligations.⁹³ They argued that it was in the nature of the obligation, that the workers themselves would be the beneficiaries, not only the supplier. In case of an accident, the workers would be the ones' demanding damages, not the supplier, because the lack of insurance was due to the buyer's non-fulfilment of his contractual obligation.⁹⁴ Similarly, it can be argued that it is in the nature of the obligation that the rightsholders are meant to benefit from the human rights clause as they are by their nature supposed to benefit from human rights, not the contracting parties. Contrarily, if one was to argue, that the clause was merely supposed to benefit the contracting parties, the question would arise what the benefit for the contracting parties from such a clause would be. Firstly, it could be argued, that the clause helps the contracting parties to implement human rights due diligence obligations.⁹⁵ This argument falls short however, as those due diligence obligations themselves are at the very end meant to protect rightsholders.⁹⁶ The second argument which could be argued, would be that the clause is merely supposed to be for the contracting parties' reputational benefit, to shield themselves from possible scandals emerging from human rights abuses in the contracting parties' business relationships.⁹⁷ This is an inherently problematic argument as the clause would therefore be for a mere window-dressing purpose and loses in legal significance.

This second case brings more clarity on the human rights dimension of the interpretation regarding the intent of the contracting parties in regard to the human rights nature of the Clause 13.2(b) of the Olympic Host Contract. Overall, both of the discussed cases bring some clarity on how the intent of the contracting parties could be legally interpreted. However, they are also different enough from the Clause 13.2(b) as both of them do not explicitly deal with a human rights clause. While the second case, based on the content of the clause is supposed to protect labour rights, it is closer to human rights law. The obligation is however very explicit in that case, contrary to the

⁹³ *BGE 83 II 277*.

⁹⁴ *ibid* 282.

⁹⁵ Hoekstra (n 11) 430.

⁹⁶ Office of the High Commissioner for Human Rights, 'The Corporate Responsibility to Respect Human Rights: An Interpretive Guide (2012) UN Doc HR/PUB/12/02' 33.

⁹⁷ Hoekstra (n 11) 430.

human rights clause in the Olympic Host Contract. The first case on the other hand, protects merely participatory rights, based on which the third party claimed financial loss. The nature of this obligation is in no way connected to human rights. Based on this case law, it is impossible to determine fully how the intent behind the clause may be interpreted by a Swiss court.

4.1.1.2 Third Party Requirement

The second requirement under Article 112 of the Swiss Code of Obligations, the third party must be objectively identifiable at the point in time when the obligation is due in order for the party which must fulfil the obligation, to know who to fulfil it to. A third party is anyone who is not a contracting party.⁹⁸ The rightsholders are not contracting parties, which makes them third parties. More questionable is, whether they are objectively identifiable at the time of fulfilment. To be able to assess this question, it is important to understand when the time of fulfilment of the human rights clause would be. The clause includes three obligations, which all imply a different time of fulfilment and are ambiguous in what they specifically entail. Thus, it would require an in-depth case by case analysis to determine what the breach in question was and when that obligation therefore would have been due. Because of the ambiguity of the clause, it lacks specification on what individuals and groups are to be protected by the clause. Therefore contributing to the uncertainty of whether rightsholders could enforce the clause.

Further, according to the SFT, a contract conferring rights to a third party is only thinkable in cases where a third party is indicated.⁹⁹ Here an issue with this clause manifests, as it does not name the rightsholders. It merely specifies that human rights must be respected, protected and remedied, and is worded around the obligations of the contracting parties, rather than the rights that follow from them. It could however still be argued that the rightsholders are implied by the clause referring to human rights, as they are the beneficiaries of human rights.

4.1.1.3 Formal Requirements

The fourth requirement concerns the formality of the contract. There are no formal requirements to the contract conferring rights to a third party per Article 112 of the Swiss Code of Obligations. In the case where the contract is formalised in writing, requiring the third party to be a signatory would by its very nature not make sense, as the third party cannot be a party to the contract.¹⁰⁰ Thus, there are no issues with this requirement in regard to the Olympic Host Contract.

⁹⁸ Zellweger-Gutknecht (n 77) para 6.

⁹⁹ *BGer B4/07* [2008]; Zellweger-Gutknecht (n 77) para 6.

¹⁰⁰ Zellweger-Gutknecht (n 77) para 8.

4.1.1.4 *Lack of Clarity on Applicability of Article 112 to the Olympic Host Contract*

Overall, it could be argued that Article 112 Swiss Code of Obligations applies to Clause 13.2(b) of the Olympic Host Contract. However, there are some significant weak points in the argument, especially concerning the question of intent of the contracting parties and the question of identifiability of the third party, which could be interpreted differently by a court. Though possible, the overinterpretation of contracts is problematic as the interpretation should be based in the intention of the parties, not a normative analysis of the clause.¹⁰¹ It would therefore be desirable for the human rights clause to state clearly what rights third parties have.¹⁰² The next section will apply a human rights lens to the issue of enforcement rights of third parties through contractual clauses to highlight the necessity of such an explicit clause in contracts.

4.1.2 Human Rights Lens on Third Party Enforcement Rights

The American Bar Association's Working Group to Draft Model Contract Clauses to Protect Human Rights in International Supply Chains drafted a second version of their Model Contract Clauses to Protect Workers in Supply Chains (ABA MCCs 2.0) in 2021. The ABA MCCs 2.0 was designed as guidelines or propositions for companies to implement legally effective and operationally likely contractual governance for human rights in supply chain.¹⁰³ While there is a European equivalent of these clauses in the drafting stage, they have not yet been finalised. The only available draft is the zero-draft, which does not include any proposals on how to approach the issue of claims by third parties.¹⁰⁴

The ABA Model Clause 7.2 proposes a regulation on third-party beneficiaries in commercial contracts. Specifically, they propose there to be an explicit exclusion of the possibility for third party claims. In the explanation the drafters mention that this is a controversial topic.¹⁰⁵ On the other hand, they also mention that it would be desirable for all stakeholders, including rightsholders, to be granted enforcement rights of the contract. The reason for the ABA MCCs 2.0 not to propose this as a default, is because of the

¹⁰¹ *BGer 4A_627/2011* (n 85) s 4.3.2; Hoekstra (n 11) 438–439.

¹⁰² Hoekstra (n 11) 438–439.

¹⁰³ American Bar Association's Working Group to Draft Model Contract Clauses to Protect Human Rights in International Supply Chains, 'Balancing Buyer & Supplier Responsibilities: Model Contract Clauses to Protect Workers in International Supply Chains (Version 2.0)' (2021) 3.

¹⁰⁴ See: European Working Group for Responsible and Sustainable Supply Chains., 'Zero Draft for Consultation: The European Model Clauses (EMCs) for Responsible and Sustainable Supply Chains' (July 2024).

¹⁰⁵ ABA Draft Model Contract Clauses to Protect Human Rights in International Supply Chains (n 103) 31.

commercial and practical hurdles.¹⁰⁶ Thus, the limitation to exclude the possibility for third party beneficiaries originates from the business's perspective. On the contrary, when adopting a rightsholders perspective, a third-party enforcements right is important. Such an enforcement right can improve access to justice for rightsholders by providing access to the local and national courts of the country whose laws govern the contract. Further, if the clause in the contract grants more rights or a higher standard than the local law, an enforcement right for the rightsholders grants them the only way to enforce these higher standards.¹⁰⁷

Therefore, especially factoring in the weaknesses in the argument of Article 112 of the Swiss Code of Obligations maybe being applicable, it can be concluded that Clause 13.2(b) of the Olympic Host Contract would have been more impactful from a rightsholder's perspective, if it included an explicit right to enforce the contract for third parties.

4.2 Material Scope

4.2.1 The Duty to Protect, Respect and Remedy

The first issue regarding the material scope, is the question, what the obligation to protect and respect human rights and to remedy occurring violations entails. The UNGPs are a soft law instrument, aiming to enhance standards and practices of states and businesses regarding human rights abuses by businesses.¹⁰⁸ The UNGPs were built with three pillars: protect, respect and remedy.¹⁰⁹ Clause 13.2(b) of the Olympic Host Contract closely mirrors this structure. Furthermore, not only does the clause itself reference the UNGPs, but the UNGPs themselves apply to any business enterprise regardless of sector, size, location etc,¹¹⁰ thus including the sport sector. Even further, by including the UNGPs directly in the clause, the contracting parties bind themselves to UNGPs giving them binding effect.¹¹¹ Therefore, they can be used for the interpretation of the Clause 13.2(b) in order to understand more exactly what the obligation entails. This provides a framework, which would otherwise be missing.

¹⁰⁶ Footnote 69 in i ABA Draft Model Contract Clauses to Protect Human Rights in International Supply Chains (n 103) 24.

¹⁰⁷ Bettina Braun, Avery Kelly and Charity Ryerson, 'Worker-Enforceable Supplier Codes of Conduct as a Tool for Access to Justice in Global Supply Chains' (2021) 1 Global Labour Rights Reporter 8.

¹⁰⁸ 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 1

¹⁰⁹ McCorquodale (n 7) 32.

¹¹⁰ 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 1.

¹¹¹ Grell (n 18) 165.

The first pillar of the UNGPs is the obligation of states to protect against human rights violations from businesses.¹¹² Thus, the UNGPs target states with this pillar, not businesses. The pillar consists of two main obligations: the duty to protect from human rights abuses by business enterprises in their territory and jurisdiction by taking appropriate steps, and the duty to set clear expectations for businesses registered in their territory, to respect human rights.¹¹³ States are not responsible for the business' human rights abuses per se but they are being held responsible for their own linkage to the abuses or their failure to prevent, investigate, punish and redress businesses' abuse.¹¹⁴ As discussed above, all but one of the contracting parties are private actors, with the Host City being the exception. Therefore, it follows that the obligation to protect is applicable only to the Host City, and none of the other actors. The obligation to protect is not the only obligation that the Host City must adhere to. State actors are not exempt from the obligation to respect human rights. On the contrary, the duty of states to respect human rights is a core principle for states under international human rights law.¹¹⁵

The second pillar of the UNGPs describes the responsibility of businesses is to respect human rights, which contains the obligation to avoid infringing on human rights, as well as to address any adverse human rights impacts they are involved in.¹¹⁶ The obligation to respect human rights demands business enterprises to avoid causing or contributing to adverse human rights impacts¹¹⁷ as well as to prevent and mitigate impacts related to their operations, products and services.¹¹⁸ This applies to their own acts and omissions, and to impacts resulting out of their business relationships.¹¹⁹

In the Operational Requirements from 2022, evidence of the contracting parties' intent to adhere to the UNGP standards can also be found, as they are mentioned at several points in the section on Sustainability, Impact and Legacy. This section is specifically addressed at the OCOG.¹²⁰ There is a requirement to conduct an impact assessment which includes an assessment on human rights impacts.¹²¹ This is a responsibility according to Principle 18 of the UNGPs.¹²² There is the requirement to develop and implement

¹¹² McCorquodale (n 7). 32

¹¹³ 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 3.

¹¹⁴ *ibid.*

¹¹⁵ McCorquodale (n 7) 85.

¹¹⁶ 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 13.

¹¹⁷ *ibid* 14.

¹¹⁸ *ibid.*

¹¹⁹ *ibid* 15.

¹²⁰ International Olympic Committee, 'Olympic Host Contract – Operational Requirements (2022)' (n 66) 22.

¹²¹ *ibid.*

¹²² 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 19.

appropriate human rights due diligence processes in accordance with the UNGPs¹²³, which is a responsibility under the Principle 17 of the UNGPs.¹²⁴ Further, there is a reference to the UNGPs stating that grievance mechanisms should be provided and aligned with the UNGP’s effectiveness criteria for effective grievance mechanisms.¹²⁵ Lastly, there is also a specific requirement for the Host City, the Host NOC and the OCOG to make a policy commitment to human rights aligned with Principle 16 of the UNGPs.¹²⁶ The Principle 15 of the UNGPs states that in order to meet their responsibility to respect human rights, businesses should have a policy commitment, human rights due diligence processes to identify, prevent and mitigate adverse impacts and processes to provide remedies in place.¹²⁷ With the requirements set out in the Operational requirements of 2022, the contracting parties cover this standard set by the UNGPs. In the Operational Requirements from 2018, which were the ones used for the Paris 2024 and the Milano Cortina 2026 Olympic Games, there is no such reference to the UNGPs¹²⁸, which is why this does not apply to those Olympic Games.

The third pillar of the UNGPs is the right to a remedy. Principle 25 of the UNGPs defines the foundation of this pillar to be the duty of states to provide access to an effective remedy, which constitutes a part of the state’s duty to protect against business-related human rights abuses.¹²⁹ This principle is not worded as a recommendation, it is supposed to be a mandatory obligation to states, reflecting the general human rights law obligation of states to provide remedies.¹³⁰ Beyond the explicit mention of the state’s obligation, Principle 25 also indicates the responsibility of businesses to provide access to remedies.¹³¹ Access to remedies can be granted through a variety of grievance mechanisms. The UNGPs define grievance mechanisms as: “any routinized, State-based or non-State-based, judicial or non-judicial process through which grievances concerning business-related human rights abuse can be

¹²³ International Olympic Committee, ‘Olympic Host Contract – Operational Requirements (2022)’ (n 66) 23–24.

¹²⁴ ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (n 58) 17–18.

¹²⁵ International Olympic Committee, ‘Olympic Host Contract – Operational Requirements (2022)’ (n 66) 24.

¹²⁶ ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (n 58); International Olympic Committee, ‘Olympic Host Contract – Operational Requirements (2022)’ (n 66) 25.

¹²⁷ ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (n 58) 15–16.

¹²⁸ International Olympic Committee, ‘Host City Contract – Operational Requirements (2018)’ (n 65).

¹²⁹ ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (n 58) 27.

¹³⁰ McCorquodale (n 7) 127.

¹³¹ Dalia Palombo, ‘Guiding Principle 25: Access to Remedy - Foundational Principle’ in Barnali Choudhury (ed), *The UN Guiding Principles on Business and Human Rights* (Edward Elgar Publishing 2023) para 25.07.

raised and remedy can be sought”.¹³² The UNGPs therefore understand remedy as a multifaceted concept, made up of different mechanisms. An important aspect of the duty to provide a remedy for adverse human rights impacts is the requirement for the remedy to be effective.¹³³ As mentioned above, there is the commitment to provide grievance mechanisms which comply with the UNGP’s effectiveness criteria in the Operational Requirements. The third pillar will be discussed further in the last chapter.

4.2.2 In a Manner Consistent with Internationally Recognised Human Rights Standards

Additionally, there is a lack of clarity about the manner in which these obligations must be fulfilled. The clause defines it as a manner “consistent with all international agreements, laws and regulations [and] [...] internationally-recognised human rights standards and principles” and limits this framework to only the ones applicable in the Host Country.¹³⁴

As explained previously, because the international legal system is consent based, states must opt-in to international agreements, including international human rights treaties. Thus, limiting the clause to merely the standards applicable in the Host Country leads to different standards for different Olympic Games.¹³⁵ Two of the Olympic Games organised under the human rights clause 13.2(b) take place in France (Paris 2024, French Alps 2030), two in the United States (LA 2028, Utah 2034), one in Italy (Milano Cortina 2026) and one in Australia (Brisbane 2030). Three of the Host Countries, France, Italy and Australia, have ratified almost all major international human rights treaties, including the International Covenant on Civil and Political Rights (ICCPR), the International Covenant on Economic, Social and Cultural Rights (ICESCR), Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), International Convention on the Elimination of All Forms of Racial Discrimination (CERD), Convention on the Rights of Persons with Disabilities (CRPD) and the Convention on the Rights of the Child (CRC). The United States on the other hand have merely ratified the ICCPR and CERD and not ICESCR, CEDAW, CERD or the CRC, which the United States have only signed, not ratified. None of the Host Countries have ratified or signed the International Convention on the

¹³² ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (n 58) 27–28.

¹³³ *ibid* 32.

¹³⁴ International Olympic Committee, ‘Contractual Framework for Hosting the Olympic and Paralympic Games’ (n 21) 14 of Annex.

¹³⁵ Heerdt, ‘Tapping the Potential of Human Rights Provisions in Mega-Sporting Events’ Bidding and Hosting Agreements’ (n 13) 176.

Protection of the Rights of All Migrant Workers and Members of Their Families (ICPMW).¹³⁶

Therefore, this limitation leads to a patchy and differentiating applicability of human rights standards at the different Olympic Games. This is particularly problematic considering that the duty of businesses to respect human rights according to the Office of the High Commissioner of Human Rights is meant to go beyond the standards a state sets for businesses.¹³⁷ In countries where human rights protection is lacking, businesses should still operate at a higher standard.¹³⁸

The UNGPs provide a definition of what is to be considered internationally recognised human rights standards. In Principle 12 they state:

“The responsibility of business enterprises to respect human rights refers to internationally recognized human rights – understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work.”¹³⁹

In this principle, the UNGPs set a minimum standard for the understanding of which human rights standards are internationally recognised. As explained in the previous subchapter, the contracting parties bind themselves to the UNGPs specifically, which would also mean, that they bind themselves to Principle 12 of the UNGPs. Therefore, they bind themselves to the International Bill of Human Rights, consisting of the United Nations Declaration of Human Rights, the ICCPR and the ICESCR, as well as the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work.¹⁴⁰ Principle 12 of the UNGPs is to be understood as a minimum standard, which means that depending on the circumstances, the business might need to adhere to more standards if they can cause adverse impacts to specific groups for example.¹⁴¹

In the case of the Olympic Games, this should be considered as the potential adverse impact of the Games have proved to disproportionately affect specific vulnerable groups. For example, in the organisation of past Olympic Games an influx of migrant workers has been registered.¹⁴² Migrant workers are

¹³⁶ Information available on: United Nations, ‘UN Treaty Body Database’ <https://tbinternet.ohchr.org/_layouts/15/TreatyBodyExternal/treaty.aspx> accessed 21 May 2026.

¹³⁷ Office of the High Commissioner for Human Rights (n 96) 77.

¹³⁸ *ibid.*

¹³⁹ ‘Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework’ (n 58) 13–14.

¹⁴⁰ *ibid* 27–28.

¹⁴¹ *ibid.*

¹⁴² Grell (n 18) 161–162.

particularly vulnerable to labour rights violations, with no exception in the cases related to the Olympic Games.¹⁴³ Therefore, it could be argued, that in the case of the Olympic Games, the ICPMW should be considered part of the necessary framework the contracting parties must adhere to according to Principle 12 of the UNGPs.

Limiting the understanding of internationally recognised human rights standards to only the ones applicable in the Host Country is thus even more problematic as certain international agreements, the ICPMW most notably, are excluded completely due to this limitation, because none of the Host Countries have ratified it.¹⁴⁴ The United States did not ratify the ICESCR, meaning the limitation in the case of the LA 2028 and the Utah 2034 Olympic Games the applicable framework would not fulfil the minimum definition of Principle 12 of the UNGPs. Adhering to minimum standards is furthermore not only beneficial to the rightsholders, but all stakeholders as it provides a level of predictability for all stakeholders involved.¹⁴⁵

To sum up, the contracting parties limit the applicable standards and principles to only those applicable to the Host Country. This leads to vastly different standards, none of which would fulfil the UNGPs definition of what internationally recognised human rights standards are as none of the Host Countries have ratified the ICPMW, which should be considered an applicable standard for the Olympic Games as migrant workers are a particularly vulnerable group which is highly impacted by the Olympic Games as they lead to an influx of migrant workers in the Host Country. Further, the United States did not ratify ICESCR, which is a minimum standard under the UNGPs as it is part of the International Bill of Human Rights. This limitation is highly problematic from a rightsholder's view as businesses should respect human rights standards regardless of the country they operate in.

4.3 Chapter Conclusion

While rightsholders could claim the Clause 13.2(b) confers them rights under Article 112(2) of the Swiss Code of Obligations, there is no fully satisfying answer if this argument holds up legally, as there are significant weaknesses in the argument because the clause does not explicitly allow for third-party enforcement rights. For the rightsholders, it would have been desirable if the Olympic Host Contract would have included a specific regulation on this. This would have significant impact on the rightsholders' possibilities to access a court.

¹⁴³ *ibid.*

¹⁴⁴ Heerdt, 'Tapping the Potential of Human Rights Provisions in Mega-Sporting Events' Bidding and Hosting Agreements' (n 13) 176.

¹⁴⁵ Office of the High Commissioner for Human Rights (n 96) 77.

Regarding the material scope, the Clause 13.2(b) mirrors the UNGPs three pillar system. This clarifies the content of the obligations, as one can refer to the UNGPs for the understanding of what protect, respect and remedy obligations entail. Finally, it must be recognised that the clause is limited to the applicability of only the internationally recognised human rights standards and principles applicable to the Host Country. This limitation is contrary to the UNGPs definition of what such internationally recognised standards are, as not all Countries hosting the Olympic Games under the Clause 13.2(b) have ratified all international standards which are included in this minimum set by the UNGPs.

Overall, these findings show that even with an extensive interpretation of the clause under the applicable domestic law and considering soft law instruments, many questions, especially regarding the enforcement of the clause by the rightsholders themselves, remain unanswered. This is a significant limitation of the Clause 13.2(b).

5 Grievances Mechanisms for Human Rights Abuses Related to the Olympic Games

5.1 Accountability and the Right to an Effective Remedy

The concept of accountability in human rights discourse is multifaceted and complicated. In the context of human rights, accountability comes after a violation has already happened and seeks redress for the rightsholders.¹⁴⁶ Accountability can be seen as a virtue, or in a narrower sense as a social mechanism.¹⁴⁷ Bovens described accountability as a social mechanism constituted a three-stage process to which there are two main sides. The first side is the actor, which is the entity accused of breaching human rights, usually an individual, or an organisation. The second side is the forum, which is the entity evaluating the conduct of the actor. This can be a person or an institution.¹⁴⁸ The mechanism can be split up into three stages. First, the actor informs the forum on their conduct. Then, the forum interrogates and questions the actor, investigating the adequacy of the information provided by the actor in the first step. Third, the forum passes a judgment on the actor's conduct, which might include sanctions.¹⁴⁹

One issue with accountability for human rights abuses is the discrepancy between *de jure* and *de facto* accountability. This means that even though legal standards which provide a clear, desirable path to accountability for human rights violations exist, in practice they can fall short due to a lack of adequate mechanisms to realise the vision set out in the legal standards.¹⁵⁰ If there is a right but no adequate mechanisms to enforce that right, it exists only on paper but holds no real value for the rightsholder. Judicial bodies are important accountability mechanisms.¹⁵¹ However, legal mechanisms as the stand-alone option can lack in the participation of broader society. The inclusion of other approaches to accountability, namely political and social accountability is indispensable.¹⁵² Corporate accountability should not be confused with the right to an effective remedy. Nonetheless, the two are

¹⁴⁶ Carolyn Moser, 'The Concept of Accountability' *Research Handbook on Accountability for Human Rights Violations* (Edward Elgar Publishing 2025) 13.

¹⁴⁷ Mark Bovens, 'Two Concepts of Accountability: Accountability as a Virtue and as a Mechanism' (2010) 33 *West European Politics* 946, 947–948.

¹⁴⁸ *ibid* 951.

¹⁴⁹ *ibid* 952.

¹⁵⁰ Moser (n 146) 13.

¹⁵¹ *ibid* 10.

¹⁵² *ibid* 15.

closely linked. Through access to an effective remedy, corporations can be held accountable for their human rights violations.¹⁵³

As described above, the third pillar of the UNGPs defines the right to an effective remedy for businesses' human rights violations. The second aspect which is crucial to the UNGPs' understanding of a remedy, is that it must be an effective remedy. Principle 31, defines criteria for the effectiveness of state-based and not-state-based non-judicial mechanisms.¹⁵⁴ According to these standards, the mechanisms must be legitimate, accessible, predictable, equitable, transparent, compatible with human rights standards and continuously improving based on experience. Additionally, operational-level mechanisms must be based in engagement and dialogue.¹⁵⁵ These criteria do not equate to a holistic explanation of what constitutes an effective remedy mechanism as an effective process does not automatically equate to an effective outcome.¹⁵⁶ States and businesses should therefore ensure an effective remedial process and additionally an effective outcome.¹⁵⁷

Arguably the most important aspect when talking of effectiveness of remedies, is that rightsholders and their adverse experience must be taken seriously and must be at the centre of the discussion.¹⁵⁸ The WGBHR have published guidance on what an effective remedy in the context of human rights violations by business enterprises means.¹⁵⁹ The WGBHR defined nine criteria for an effective remedial mechanism.¹⁶⁰ Firstly, it must be responsive to the diversity in experiences and expectations of rightsholders. Secondly, the remedial mechanisms must be accessible, affordable, adequate and timely for rightsholders. Third, the rightsholders should not have to be afraid of victimisation through the remedial process. The fourth criterion is, based on Principle 25 of the UNGPs, that there must be a range of remedial mechanisms available to the affected rightsholders. Fifth, rightsholders should be not only seen as recipients of the mechanisms, but be involved in their creation, design, reform and operation. Sixth, the effectiveness of the remedial mechanisms provided must always be assessed with the perspective of rightsholders at the centre. The seventh criterion is that in cases where there is a power imbalance between the rightsholder seeking a remedy and the accused business, the mechanism must proactively redress this asymmetry. Eight, access to information about the rights of rightsholders, the obligations of states, responsibilities of businesses, the remedial mechanisms available

¹⁵³ United Nations General Assembly (n 49) para 17.

¹⁵⁴ 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 33–34.

¹⁵⁵ *ibid* 35.

¹⁵⁶ United Nations General Assembly (n 49) para 3.

¹⁵⁷ *ibid* 15.

¹⁵⁸ *ibid* 19.

¹⁵⁹ *ibid* 20–25.

¹⁶⁰ *ibid*.

and their trade-offs must be granted to the rightsholders. Lastly, the mechanisms must be free of discrimination.¹⁶¹

Regarding the Olympic Games, there are a handful of remedial mechanisms available to rightsholders. Two of them are judicial mechanisms, including the CAS, which is a non-state based judicial mechanism, and state courts, which are state-based judicial mechanisms. Additionally, there are the OECD National Contact Points, which can deal with MSE-related human rights abuses, and the IOC's own mechanisms, which includes a reporting mechanism established in the Olympic Host Contract.

The next subchapters will each analyse one of those types of mechanisms from a rightsholder's perspective and regarding the human rights clause in the Olympic Host Contracts. First, the judicial mechanisms, the CAS and domestic courts, will be analysed. Second, the non-judicial grievance mechanisms will be analysed.

5.2 Judicial Mechanisms

5.2.1 Court of Arbitration for Sport (CAS)

According to the Olympic Host Contracts, disputes "concerning the validity, interpretation or performance of the contract" must be settled by arbitration, specifically at the Court of Arbitration for Sport (CAS).¹⁶² The clause explicitly excludes all state courts, unless the CAS denies its own jurisdiction, in which case the Swiss state courts, specifically the ones in Lausanne, would take over as the responsible dispute resolution mechanism.¹⁶³

Generally, proceedings can be brought to the CAS by any party which has signed an arbitration clause referring disputes to the CAS.¹⁶⁴ With the Clause 52.2, the Olympic Host Contract contains such an arbitration clause.¹⁶⁵ This means that the IOC, the Host NOC and the Host City at the very least can initiate proceeding in front of the CAS. The rightsholders would in this case have to depend on the contracting parties to represent their interests, as rightsholders are not contracting parties. The SFT has continuously interpreted the will of a third party basing a claim in Article 112(2) of the Swiss Code of Obligations based on a contract with an arbitration clause to implicitly agree to the arbitration clause.¹⁶⁶ Therefore, CAS jurisdiction could

¹⁶¹ United Nations General Assembly (n 49) para 20-25.

¹⁶² International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 36 of Annex.

¹⁶³ *ibid.*

¹⁶⁴ Court of Arbitration for Sport 'Code of Sports-Related Arbitration' R27 <[https://www.tas-cas.org/generated/assets/lists/08acecdc-3a71-4ffe-80fa-77e5dd0260cb/CAS_Code_2025_EN_%20\(2\).pdf](https://www.tas-cas.org/generated/assets/lists/08acecdc-3a71-4ffe-80fa-77e5dd0260cb/CAS_Code_2025_EN_%20(2).pdf)>.

¹⁶⁵ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 36 of Annex.

¹⁶⁶ See for example: *BGer 4A_627/2011* (n 85) s 3.2; *BGE 134 III 565 568*.

be assumed. It should be pointed out nonetheless, that these cases did not concern human rights cases, but for example sport clubs. This is relevant considering that on their website CAS writes:

“Any dispute that is related to sports can be referred to CAS. These can be disputes of a disciplinary nature following a decision by a sports organisation. These can also be disputes of a contractual nature.

Any individual or legal entity can file a claim or appeal with CAS if they have a legal interest. This includes athletes, clubs, sports entities, organisers of sports events, sponsors and television companies.”¹⁶⁷

The relevant rightsholders included in this definition are the athletes. Usually, athletes also have an arbitration clause in their contracts to participate in sporting events.¹⁶⁸ As Heerdt pointed out, it is questionable if other rightsholders, such as supply chain workers or forcibly evicted individuals could claim to start proceedings by merely arguing to be affected individuals of an MSE, because of the limitation to athletes, clubs, sports entities, organisers of sports events, sponsors and television companies.¹⁶⁹ It is thus unclear if CAS would agree to their jurisdiction in case of a third party which is not included in this list.

Even if CAS agrees to their jurisdiction, there is little precedent of how CAS would decide in cases regarding a hosting agreement. There have only been a handful of cases arbitrated in front of CAS concerning the hosting process of sport events, none of which have involved the Olympic Games or human rights clauses in contracts.¹⁷⁰ Overwhelmingly, those cases concern questions regarding the bidding part of the event hosting process before a hosting agreement is signed. These cases mostly deal with issues of due process and corruption.¹⁷¹ The case of the Football Union of Russia (FUR) against the

¹⁶⁷ Court of Arbitration for Sport, ‘Frequently Asked Questions’ <<https://www.tas-cas.org/en/general-information/frequently-asked-questions>> accessed 16 May 2026.

¹⁶⁸ This has been thoroughly discussed by the ECtHR in: *Mutu and Pechstein v Switzerland* App No 40575/10, 67474/10 (ECtHR, 2 October 2018); *Semenya v Switzerland* App No 10934/21 (ECtHR, 10 July 2025).

¹⁶⁹ Heerdt, ‘Tapping the Potential of Human Rights Provisions in Mega-Sporting Events’ Bidding and Hosting Agreements’ (n 13) 182.

¹⁷⁰ *Croatian Chess Federation (CCF) v European Chess Union (ECU)* [2011] Court of Arbitration for Sport CAS 2011/A/2446; *Malaysian Tenpin Bowling Congress (MTBC) v World Tenpin Bowling Association (WTBA)* [2011] Court of Arbitration for Sport CAS 2010/A/2219; *Turkish Chess Federation (TCF) v European Chess Union (ECU)* [2012] Court of Arbitration for Sport CAS 2011/A/2592; *Fédération Royale Belge de Gymnastique (FRBG) v Fédération Internationale de Gymnastique (FIG) & Japan Gymnastics Association (JGA)* [2019] Court of Arbitration for Sport CAS 2019/A/6181; *Football Union of Russia (FUR) v Union of European Football Associations (UEFA) et al* [2022] Court of Arbitration for Sport CAS 2022/A/8871.

¹⁷¹ *Croatian Chess Federation (CCF) v. European Chess Union (ECU)* (n 170); *Turkish Chess Federation (TCF) v. European Chess Union (ECU)* (n 170); *Fédération Royale Belge*

Union of European Football Associations (UEFA) is worth highlighting, as the applicants to CAS alleged discrimination based on nationality, the violation of the principle of equal treatment, as well as the violation of personality rights among others.¹⁷² The dispute started, because UEFA suspended FUR from participating in their competitions and banned them from hosting tournaments for the foreseeable future, following Russia's military attacks on Ukraine. Part of the dispute concerned UEFA's decision rendering FUR's bid to host the 2028 and 2032 UEFA Euros ineligible.¹⁷³ In this case FUR acted as a legal person, a member of UEFA. They did not claim to represent the rights of individuals, such as players excluded through UEFA's rules in participating in the competitions, FUR argued with their right as an association.¹⁷⁴ The case did not specifically talk about human rights. If FUR did choose to bring their case from the position of the individuals' rights, it could have been a valuable case study to see how CAS deals with claims from rightsholders other than athletes.

As mentioned above, athletes have successfully initiated proceedings in front of CAS as the participation contracts for sporting events, which they are parties to, include an arbitration clause. Athletes have used this to raise human rights claims, including ones concerning the Olympic Games. During the Olympic Games, CAS provides an ad hoc division to deal with emerging legal issues at the Games. This division is made up of arbitrators, a president, a co-president and a court office.¹⁷⁵ One case at the Milano Cortina 2026 Winter Olympics gained particular attention. The Skeleton athlete Vladyslav Heraskevych was suspended by the International Bobsleigh and Skeleton Federation (IBSF) just hours before the Olympic competition was about to start. The reason for the suspension was the Ukrainian athlete's helmet. It depicted several Ukrainian athletes who were killed by Russia's invasion of Ukraine. This was interpreted by the IOC and the IBSF to be an "expression", which is prohibited during Olympic competitions¹⁷⁶ and which is why the IOC ended up withdrawing Heraskevych's accreditation to compete at the Winter Olympics.¹⁷⁷ The suspension raised many questions, including whether this was a violation of Heraskevych's right to freedom of expression. The arbitrator assessed whether the Olympic rules on freedom of expression complied with Article 10 of the European Convention on Human Rights

de Gymnastique (FRBG) v. Fédération Internationale de Gymnastique (FIG) & Japan Gymnastics Association (JGA) (n 170); *Football Union of Russia (FUR) v. Union of European Football Associations (UEFA) et al.* (n 170).

¹⁷² *Football Union of Russia (FUR) v. Union of European Football Associations (UEFA) et al.* (n 170) 17–19.

¹⁷³ *ibid* 4.

¹⁷⁴ *ibid* 18.

¹⁷⁵ Court of Arbitration for Sport, 'Arbitration Rules for the Olympic Games' art 2 <<https://www.tas-cas.org/en/arbitration/ad-hoc-division>>.

¹⁷⁶ Olympic Charter (n 5) r 50(2).

¹⁷⁷ *Vladyslav Heraskevych v International Bobsleigh & Skeleton Federation (IBSF) and International Olympic Committee (IOC)* [2026] Court of Arbitration for Sport – Ad Hoc Division – The XXV Olympic Winter Games in Milano-Cortina CAS OG 26/09 2–7.

(ECHR), which defines the right to freedom of expression. They found no violation of Heraskevych's right to freedom of expression, as the restrictions in place were deemed fair and reasonable.¹⁷⁸ This was extensively criticised by James and Duval, who denounced the CAS's ad-hoc award on many levels, including a lack of due process and false interpretation of the ECHR.¹⁷⁹ Further, they provided their opinion on how the dispute should continue. They argued that the athlete could not access the remedies he originally wanted, which was the reinstatement into the Olympic competition or alternative participation as a provisional measure, as well as the annulment of the ISBF suspension, full eligibility to participate in the Olympic Games and any other appropriate equitable relief.¹⁸⁰ Therefore, they argued he could pursue contractual and extracontractual liability of the IOC for material and immaterial harm.¹⁸¹ Though not specified, it is most likely that they meant the agreements the athletes have to sign to be allowed to participate in the Olympic Games and not the Olympic Host Contract.¹⁸²

Regardless of the question whether third parties could directly invoke the Olympic Host Contract, it is questionable whether appealing to CAS is of interest to rightsholders. Critics have raised concerns around the CAS's ability to deal with questions of human rights violations.¹⁸³ While arbitration brings advantages such as short and efficient proceedings, there are several grave concerns raised by experts on the right to a fair trial in front of CAS.¹⁸⁴ Several athletes have brought cases to the European Court of Human Rights (ECtHR), which started out at the CAS. The most famous cases are the Pechstein Case and the Semenya Case, both of which are cases concerning doping issues, but the athletes ended up also arguing with a violation of their right to a fair trial in their appeal to the ECtHR.¹⁸⁵ The right to a fair trial under Article 6 ECHR were essential in the ECtHR's merits of those cases.¹⁸⁶ Issues raised include forced arbitration and the right to an independent and

¹⁷⁸ *Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation (IBSF) and International Olympic Committee (IOC)* (n 177) 23.

¹⁷⁹ Mark James and Antoine Duval, 'Freedom of Expression on a Slippery Slope at the Olympics: Heraskevych v International Bobsleigh and Skeleton Federation and the International Olympic Committee' *Int Sports Law J* 1 (2026).

¹⁸⁰ *Vladyslav Heraskevych v. International Bobsleigh & Skeleton Federation (IBSF) and International Olympic Committee (IOC)* (n 177).

¹⁸¹ James and Duval (n 179) 4.

¹⁸² Antoine Duval proposed Heraskevych could proceed similarly to Diarra, a football player who had successfully sought damages in front of the Court of Justice of the European Union against FIFA because of employment contract disputes. See: Sports Law Hub, #19 *MatchPoint Talks | The Heraskevych Case: Freedom of Expression at the Olympic Games* (2026) 25:39 <<https://www.youtube.com/watch?v=rqg-bpTqPJM>> accessed 7 May 2026.

¹⁸³ For example: Faraz Shahlaei, 'The Collision between Human Rights and Arbitration: The Game of Inconsistencies at the Court of Arbitration for Sport' (2024) 40 *Arbitration International* 169; Antoine Duval, 'Time to Go Public? The Need for Transparency at the Court of Arbitration for Sport' <<https://ssrn.com/abstract=3688340>>.

¹⁸⁴ Shahlaei (n 183).

¹⁸⁵ *Mutu and Pechstein v. Switzerland* (n 168); *Semenya v. Switzerland* (n 168).

¹⁸⁶ *Mutu and Pechstein v. Switzerland* (n 168) paras 54–183; *Semenya v. Switzerland* (n 168) paras 155–239.

impartial tribunal.¹⁸⁷ The ECtHR, though conservative in their ruling, have reprimanded the SFT on how they handle appeals to CAS awards, requiring the SFT to apply particular rigour in the evaluation of such cases as there is a power imbalance between the athletes and the SGBs.¹⁸⁸

In the Heraskevych, the Pechstein and the Semenya cases, CAS has presented significant shortcomings with dealing with human rights issues. Especially the concerns regarding impartiality and independence do not foster trust in CAS as a remedial mechanism.¹⁸⁹ Additionally, it is unlikely that a mechanism which has been accused of not upholding the right to a fair trial, a basic human right, could be considered rights compatible. Further questions regarding predictability and transparency arise because CAS is inconsistent with the publication of their awards.¹⁹⁰ The Heraskevych award, for example, cannot be found in the database when filtering for “ad-hoc divisions”.¹⁹¹ An in-depth analysis of whether CAS constitutes an effective remedial mechanism under the criteria set out in the report of the WGBHR would go beyond the scope of this thesis. However, the many concerns described above add up and paint a rather negative picture regarding the effectiveness of CAS as a remedial mechanism from a rightsholder’s perspective.

To sum up, while a contracting party could seek to enforce the clause in front of CAS, it is highly questionable if rightsholders who are not athletes would be allowed to initiate proceedings. The only rightsholders which indubitably can are athletes, who can base their claims on different contracts than the host contract, which includes a separate arbitration clause. But even in their case it is questionable if the CAS is favourable to enforce their human rights claims as concerns about whether CAS is an effective remedial mechanism have been raised due to its issues such as not being independent and impartial, as well as its inability to deal with human rights issues.

5.2.2 Domestic courts

Domestic courts can constitute a state-based judicial remedial mechanism for human rights abuses in the context of the Olympic Games through a few different ways. Firstly, as explained previously, the SFT has previously assumed third parties to implicitly agree to the arbitration clause, which gives jurisdiction in those cases to CAS and not domestic courts. Nonetheless, CAS

¹⁸⁷ *Mutu and Pechstein v. Switzerland* (n 168); *Semenya v. Switzerland* (n 168).

¹⁸⁸ *Semenya v. Switzerland* (n 168).

¹⁸⁹ Nancy Welsh and Andrea Kupfer Schneider, ‘The Thoughtful Integration of Mediation into Bilateral Investment Treaty Arbitration’ (2013) 18 *Harvard Negotiation Law Review* 71, 95–96.

¹⁹⁰ Duval (n 183) 12–14.

¹⁹¹ On the CAS’s Jurisprudence Database, the award cannot be found. See: ‘TAS / CAS - Jurisprudence Database’ <<https://jurisprudence.tas-cas.org/search?details=-1>> accessed 7 May 2026.

awards can be appealed to the SFT.¹⁹² Article 190(2) of the Swiss Private International Law Act defines in what cases CAS awards can be appealed to the SFT, including mostly procedural issues and the violation of *ordre public*.¹⁹³ This is the point where a third party can join the proceedings. If the CAS award significantly affects a person, they may appeal the award themselves without having been a party to the CAS proceedings.¹⁹⁴ So, in case of a proceeding between the parties of the Olympic Host Contract at the CAS, if the CAS award affects victims of human rights abuses significantly, they may challenge the award in front of SFT. However, in this scenario, the rightsholders are again highly dependent on the contracting parties' will to bring a dispute concerning the rightsholders to a court. Therefore, this rule would be mostly of interest in cases in cases the contracting parties themselves bring a case to CAS. And then decided to not appeal the CAS award themselves, against the interest of the rightsholders.

According to the Olympic Host Contract, in the case that CAS denies its jurisdiction, the Swiss state courts of Lausanne would have jurisdiction.¹⁹⁵ In this case the Olympic Host Contract could be contested directly in front of a domestic court.

Further, it is interesting to point out that the adjudication of corporate human rights violations has traditionally been handled by domestic courts. They have usually dealt with issues of businesses violating human rights through legal claims other than specific human rights claims, such as tort or criminal law cases and private law cases.¹⁹⁶ Human rights arguments have been used to support such cases against businesses, these arguments have however not been the decisive factor for the cases. This does provide accountability for human rights abuses, however usually not as such. There is a lack of explicit human rights litigation in domestic courts, which leads to a fragmented jurisdiction of human rights abuses, because certain human rights, for example the violation of indigenous peoples' rights or access to education, are often hard to fit into criminal or private law terms.¹⁹⁷ A human rights clause in a contract could add a new tool on how to adjudicate human rights issues in front of courts. In the case of the Olympics, if Clause 13.2(b) of the Olympic Host Contract is interpreted to allow third parties enforcement

¹⁹² Bundesgesetz über das Bundesgericht 2007 art 77(1) and; Federal Act on Private International Law 1989 art 191.

¹⁹³ Federal Act on Private International Law art 190(2).

¹⁹⁴ Bundesgesetz über das Bundesgericht art 76(1).

¹⁹⁵ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 36 of Annex.

¹⁹⁶ McCorquodale (n 7) 141–144.

¹⁹⁷ Gwynne Skinner, Robert McCorquodale and Olivier De Schutter, 'The Third Pillar: Access to Judicial Remedies for Human Rights Violations by Transnational Business' (The International Corporate Accountability Roundtable, Core, The European Coalition for Corporate Justice, December 2013) 37; McCorquodale (n 7) 144.

rights, it could open a new way for rightsholders to raise human rights claims through contesting the Olympic Host Contract.

As McCorquodale points out, international regulations on business and human rights, such as the UNGPs, are often not consulted in domestic court cases concerning businesses violating human rights. This is even the case if rightsholders refer in their claims to those instruments and in cases where businesses have publicly committed themselves to those instruments.¹⁹⁸ A human rights clause in a contract, binding the contracting parties to those instruments could have a positive impact in this regard. This positive impact, however, would only be possible, if the clause was enforceable by the rightsholders. As explained previously, this is highly questionable in the case of the Clause 13.2(b).

5.3 Non-Judicial Grievance Mechanisms

5.3.1 Operational-level Grievance Mechanisms

Another part of the remedial bouquet are the mechanisms business enterprises implement themselves. So called operational-level grievance mechanisms, are mechanisms which address complaints and concerns from people negatively affected by the business' activities. These could be workers of the business, other individuals or communities.¹⁹⁹ Businesses should have operational-level mechanisms in order to identify their adverse human rights impacts, and to allow for grievances for those impacts.²⁰⁰ Operational-level grievance mechanisms work alongside other remedial mechanisms, including judicial and non-judicial mechanisms.²⁰¹ They can have benefits for the business and the rightsholders, as they are usually faster and can address issues earlier on compared to the state's justice system. They operate on a lower level, which can make them more accessible.²⁰² Nonetheless, the success of an operational-level grievance mechanism is only possible if it is constructed and executed to be effective.²⁰³ To do so, they too must adhere to the above-described standards on the effectiveness of remedy mechanisms.²⁰⁴ Specifically problematic is the fact that in operational-level grievance mechanisms, the defendant and the deciding entity are the same, because

¹⁹⁸ McCorquodale (n 7) 144–145.

¹⁹⁹ International Commission of Jurists, 'Effective Operational-Level Grievance Mechanisms' (International Commission of Jurists 2019) para 3.

²⁰⁰ 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 31–32.

²⁰¹ Sarah Knuckey and Eleanor Jenkin, 'Company-Created Remedy Mechanisms for Serious Human Rights Abuses: A Promising New Frontier for the Right to Remedy?' (2015) 19 *The International Journal of Human Rights* 801, 19; 'Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework' (n 58) 27–28.

²⁰² Knuckey and Jenkin (n 201) 802.

²⁰³ 'Effective Operational-Level Grievance Mechanisms' (n 199) para 5.

²⁰⁴ *ibid* 29.

concerns regarding independence can undermine the legitimacy of the mechanism.²⁰⁵

The IOC provides a general operational-level grievance mechanism for different ethics violations in all of their operations, not specific to the Olympic Games. Through their Integrity and Compliance Hotline anyone can report suspected harassment or abuse during the Olympic Games, any infringements of the IOC's Code of Ethics, or any freedom of press violations related to the Olympic Games.²⁰⁶

The Olympic Host Contract contains another piece of the puzzle. Clause 13.3 holds that the IOC's Coordination Commission shall establish a reporting mechanism for any breaches of the Olympic Host Contract's Clauses 13.1 and 13.2.²⁰⁷ Specifically, the IOC's Coordination Commission for the games, as established by Clause 28 of the Olympic Host Contract, is responsible for doing so.²⁰⁸ The IOC's Coordination Commission is an oversight mechanism for the organisation of the specific edition of the Olympic Games in question. It is composed of different stakeholders, namely the IOC, the OCOG, NOCs, IFs, the IOC's Athletes' Commission and the International Paralympic Committee. Additionally, the IOC appoints experts to be part of the IOC's Coordination Commission.²⁰⁹ The IOC's Athletes' Commission is an interesting and important addition to the IOC's Coordination Commission. The Athletes' Commission is made up of 23 members, a majority of which is elected by athletes, and they are appointed to represent future, current and recently retired athletes.²¹⁰ Athletes are considered rightsholders in the context of human rights and sport.²¹¹ Thus, having the Athletes' Commission represented in the IOC's Coordination Commission, includes one type of rightsholders in the organisation and oversight of the reporting mechanism established in Clause 13.3. Other rightsholders are unfortunately not included. As explained before, for a remedial mechanism to be effective, it must be rightsholder-centred. And rightsholders are diverse.²¹² Therefore, it would have been important, to include other groups of rights holders, for example representatives of the communities and neighbourhoods in which the Olympic Games will be held.

²⁰⁵ 'Effective Operational-Level Grievance Mechanisms' (n 199) para 30.

²⁰⁶ 'IOC - Integrity Line' <<https://ioc.integrityline.org/>> accessed 9 May 2026.

²⁰⁷ International Olympic Committee, 'Contractual Framework for Hosting the Olympic and Paralympic Games' (n 21) 14 of Annex.

²⁰⁸ *ibid.*

²⁰⁹ *ibid* 24 of Annex.

²¹⁰ International Olympic Committee 'IOC's Athletes' Commission Strategy' 4 <https://www.olympics.com/athlete365/app/uploads/2023/09/Athlete365_IOC_AC_Strategy_ENG_9b_AW.pdf> accessed 1 May 2026.

²¹¹ Daniela Heerdt, Shubham Jain and Antoine Duval, 'Athletes as Multifarious Rightsholders: A New Frontier for Transnational Sports Law Research and Practice' (2025) 25 *Int Sports Law J* 225, 225–226.

²¹² United Nations General Assembly (n 49) para 26.

It is further questionable how well equipped the IOC's Coordination Commission is to deal with complaints and concerns reported. Before the Commission was appointed to implement the reporting mechanism, Grell raised concerns regarding the IOC to do so.²¹³ Grell pointed out that the IOC's Coordination Commission is underequipped and lacks expertise to meaningfully implement an effective reporting mechanism.²¹⁴ Further, Grell criticised that the IOC's Coordination Commission lacks independence, as it is mostly composed of IOC members. In case of a breach of the Olympic Host Contract, the consequences may affect the IOC itself negatively, which would be against the IOC members interests.²¹⁵ As mentioned before, concerns regarding independence can undermine the legitimacy of the operational-level grievance mechanism. Thus, having the IOC's Coordination Commission behind the reporting mechanism is problematic regarding the legitimacy of the mechanism.

While an in-depth analysis of how the human rights clause in the Olympic Host Contract has actually impacted and manifested at the Olympic Games would go beyond the scope of this thesis, some aspects are worth highlighting. Because the 2026 Games have concluded only very recently, there are no extensive public reports. The only case study available, are the Paris 2024 Olympics, which included reporting on Global Reporting Initiative (GRI) standards in their final Sustainability Report. Overall, the Paris 2024 Olympic Games had many different initiatives to help them adhere to the human rights standards and strategies they set for themselves.²¹⁶ Regarding grievances, there are some achievements highlighted, such as the setting up of an e-mail address for employees to report any breaches of the Paris 2024 commitments.²¹⁷ Nonetheless, it is essential to point out, that there is some important information missing. Out of the twelve GRI reporting standards specifically concerning human rights, three are not addressed due to unavailability of information. Those three concern the training of security personnel on human rights policies and procedures (G4-HR7), violations of the rights of indigenous peoples and the response to them (G4-HR8), as well as the total number and percentage of sites subject to human rights reviews or impact assessments (G4-HR9).²¹⁸ For compliance and auditing, the report referred to four different bodies, which supposedly carried out different financial and non-financial monitoring and auditing aspects. The IOC's Coordination Commission is not mentioned in this context.²¹⁹ Further, there is only very little information on how they approached those breaches, which

²¹³ Grell (n 18) 166–168.

²¹⁴ *ibid* 167.

²¹⁵ *ibid*.

²¹⁶ For example standards on responsible procurement which included supervision and monitoring, see : Organising Committee for the Olympic and Paralympic Games Paris 2024, 'Sustainability & Legacy Post-Games Report' (2024) 70.

²¹⁷ Organising Committee for the Olympic and Paralympic Games Paris 2024 (n 216).

²¹⁸ *ibid* 530.

²¹⁹ *ibid* 50–51.

makes it impossible to assess the effectiveness of the mechanisms. As previously mentioned, public accountability is an important aspect of accountability, which renders this lack of information particularly unfortunate.

5.3.2 National Contact Points: An Honourable Mention

As a last grievance mechanism for Olympic Games-related human rights abuses the OECD National Contact Points should be highlighted. The OECD provides a comprehensive guidance framework for responsible business conduct.²²⁰ Adherents to this framework have an obligation to establish National Contact Points for Responsible Business Conduct (NCP) for the promotion of the OECD Guidelines and as a platform to mediate and resolve disputes concerning the non-compliance with the OECD Guidelines. These NCPs serve as a non-judicial state-based grievance mechanism.²²¹ In case of a violation, interested parties can file a “specific instance” with the NCP of either the country the violation took place in, if the country is an adhering party, or with the NCP the violating entity is situated in. Individuals and communities, as well as non-governmental organisations and unions among others can be considered an “interested party”.²²² The NCPs are specifically designed to mediate and start a discussion between the businesses and the people they are affecting.²²³ Thus, they do not handle contractual disputes, which also means that the human rights clause will have no effect on them. Nonetheless, it is interesting to discuss them, as they have proven highly impactful in mitigating human rights abuses surrounding sport events.

The impact these NCP mediations can have in the sporting world has been demonstrated before. This can be shown by the following two cases. Firstly, in 2014 a non-governmental organisation submitted a request for a special instance at the United Kingdom’s (UK) NCP, alleging a failure of the companies of the Formula One Group to address human rights violations connected to the Grand Prix in Bahrain.²²⁴ The parties agreed to mediation and released a joint statement informing that due to the exchange, Formula One has committed to taking further steps to enforce their human rights commitments in Bahrain.²²⁵ The second case was brought to the Swiss NCP concerning the Fédération Internationale de Football Association’s (FIFA) 2022 World Cup in Qatar where the union Building and Woodworkers’

²²⁰ McCorquodale (n 7) 36.

²²¹ Elizabeth Umlas, ‘The OECD National Contact Point Mechanism’ in Anthony Ewing (ed), *Teaching Business and Human Rights* (Edward Elgar Publishing 2023) 205; OECD (n 58) 13.

²²² Umlas (n 221) 206.

²²³ *ibid* 206–207.

²²⁴ National Contact Point of the UK, ‘Final Statement Following Agreement Reached in Complaint from Americans for Democracy and Human Rights in Bahrain (ADHRB) against Formula One Group Companies’ (May 2015) 4.

²²⁵ *ibid* 7.

International alleged grave violations of migrant workers' rights.²²⁶ The parties agreed on focussing on five specific area of discussion for the mediation, which included the question of FIFA's use of leverage on relevant actors in Qatar, a monitoring process for labour conditions, and grievance and complaint mechanisms.²²⁷ According to the follow up report on the procedure, FIFA undertook several measures to strengthen their use of leverage on relevant actors, as well as measures to increase monitoring of their supply chain. Furthermore, progress regarding oversight and grievance mechanisms have been made.²²⁸ Both these cases show, how even though the NCPs use a very soft approach, progress can be achieved.

That the OECD Guidelines apply to the IOC has been confirmed by the Swiss NCP in the Specific Instance submitted by the Swiss-Tibetan Friendship Association, Tibetan Youth Association in Europe, Tibetan Community in Switzerland and Liechtenstein, as well as the Tibetan Women's Association Switzerland. Because of their international operations, including a subsidiary company in Madrid and their network of NOCs, as well as their high revenues, the IOC can be classified as a multinational enterprise according to the OECD Guidelines.²²⁹ The Swiss NCP accepted their responsibility, as the issue concerned the Beijing 2022 Olympics and China is not a signatory to the OECD Guidelines, whereas Switzerland, where the IOC is headquartered, is.²³⁰ The Swiss NCP raised the possibility to focus on mitigation and remedy of alleged human rights breaches, as the process was likely to be concluded after the 2022 Olympics would have had taken place.²³¹ This case could have been an interesting case study on how NCPs can impact accountability for human rights violations at the Olympics specifically. Unfortunately, the IOC refused the offer of mediation by the Swiss NCP, because a submitting party had previously violated confidentiality by making the IOC's confidential written statement to the submission public. The IOC argued that this breach had compromised the chances of a constructive discussion.²³²

²²⁶ National Contact Point of Switzerland, 'Final Statement: Specific Instance Regarding the Fédération Internationale de Football Association (FIFA) Submitted by the Building and Wood Workers' International (BWI)' (2 May 2017) 1.

²²⁷ *ibid* 6.

²²⁸ National Contact Point of Switzerland, 'Follow-Up Statement: Specific Instance Regarding the Fédération Internationale de Football Association (FIFA) Submitted by the Building and Wood Workers' International (BWI)' (5 June 2018) 1–2.

²²⁹ National Contact Point of Switzerland, 'Initial Assessment: Specific Instance Regarding the International Olympic Committee Submitted by the Swiss-Tibetan Friendship Association, Tibetan Youth Association in Europe, Tibetan Community in Switzerland and Liechtenstein as Well as the Tibetan Women's Association Switzerland' (23 November 2021) 7.

²³⁰ *ibid* 6.

²³¹ *ibid* 1.

²³² National Contact Point of Switzerland, 'Final Statement: Specific Instance Regarding the International Olympic Committee Submitted by the Swiss-Tibetan Friendship Association, Tibetan Youth Association in Europe, Tibetan Community in Switzerland and

Ultimately, the NCPs can have a positive impact on the realisation of human rights and add to the remedy of abuses. They are thus an important piece of the grievance mechanism puzzle in trying to remedy human rights abuses in connection to MSEs. Although this is an important finding from a general sport and human rights perspective, the Clause 13.2(b) of the Olympic Host Contract does intersect with the NCPs.

5.4 Chapter Conclusion

Access to remedy is important for accountability. In the context of the Olympic Games there are various grievance mechanisms available providing rightsholders with remedial mechanisms. The human rights clause in the Olympic Host Contract would allow for rightsholders to access courts, more specifically the CAS, and to base their claim in contract law, which would grant a new possibility to adjudicate human rights abuses in the context of the Olympic Games. The CAS has however been criticised for its handling of human rights cases and for a lack of independence from SGBs. This raises questions if it would be a desirable judicial mechanism for rightsholders. The clause could also be contested in front of Swiss domestic courts, which realistically would most likely happen in case the CAS denied their jurisdiction or as the court of appeal for the CAS award. The enforcement of the clause through judicial mechanisms by rightsholders is only possible if the clause is interpreted to confer rights to them under Art 112 of the Swiss Code of Obligations, which is, as discussed in the previous chapter, questionable.

While there are some operational-level grievance mechanisms provided by the IOC, their effectiveness is questionable. The reporting on the Paris 2024 Olympic Games has included some reporting on human rights standards but is completely missing information on some issues. Finally, though not affected by the human rights clause, the OECD NCPs have proven effective in mediating and improving human rights abuses in the context of sporting events.

Liechtenstein as Well as the Tibetan Women's Association Switzerland' (21 December 2021) 3.

6 Conclusion

The Olympic Games are complex undertakings, involving many different actors. The organisation of the Olympic Games is governed by the Olympic Host Contract, which is signed by the IOC, the Host City and the Host NOC. It additionally binds the OCOG, which is an essential actor in the organisation of the Games.

The Olympic Host Contract includes a clause with a human rights commitment, binding the Host City, Host NOC and the OCOG. Taking a closer look, it becomes apparent that the clause is insufficiently worded regarding its personal and material scope. Though there is the possibility to interpret an enforcement right for rightsholders into the clause under Article 112 of the Swiss Code of Obligations, the argument has significant weaknesses. It would be desirable from the rightsholder's perspective to word such a human rights clause to specifically include the possibility for third-party enforcement rights, as it would open up a path to contest the contract in front of a court.

Further, the material scope of the clause can be interpreted with the help of the UNGPs. This gives an understanding into what the obligation to protect, respect and remedy entail. Unfortunately, the clause is limited to only the internationally recognised human rights standards which are applicable in the Host Country. This is a significant weakness of the clause as it produces different standards depending on the country the Olympic Games are held in, excluding for example ICESCR in the case of the Games held in the United States or ICPMW in the case of all of the Games organised under this human rights clause as none of Host Countries have ratified this Covenant. Even more problematic is the fact that this goes against the UNGPs minimum definition on what standards businesses must adhere to.

Finally, the access to effective remedies is indispensable for accountability. Because of the insufficient wording of the clause not explicitly including the possibility of third-party enforcement, access to courts is questionable. If rightsholders could claim such an enforcement right, rightsholders would be able to initiate proceedings in front of CAS. This is because according to SFT jurisprudence, the arbitration clause included in the Olympic Host Contract would be extended to the third party. This is however not fully certain depending on what rightsholders can initiate proceedings in front of CAS, as the CAS seems to limit who can initiate proceedings. This includes athletes explicitly, but it is questionable whether other rightsholders would be included. If the CAS would negate their jurisdiction, the case could be brought to the state courts of Lausanne. Next to those judicial grievance mechanisms, there are also non-judicial grievance mechanisms available to rights holders. Firstly, the IOC has some operational-level grievance mechanisms available. These are however somewhat questionable regarding

independence and effectiveness. Lastly, OECD National Contact Point have proven very successful in mitigating adverse human rights impacts in the context of MSEs. While this is in the interest of the rightsholders, it must be highlighted, that they do not intersect with the human rights clause in any way.

These findings show that there is a potential that a human rights clause in the Olympic Host Contract could positively impact accountability for human rights abuses in the context of the Olympic Games by providing rightsholders access to a court and potentially an effective operational-level grievance mechanism. At the same time, the findings clearly show that the current way they are worded will not have those positive impacts, as the wording is insufficient from the rightsholder's perspective.

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