

The Council commits to delivering the programme and associated activities in collaboration with the Host including the content, format, invitations, and speaker management. The Council will advise and assist the Host with the organisational, management and logistical elements of the overall event, details of which are outlined in this Agreement.

AGREED TERMS

I. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

Accompanying Person: Those persons accompanying Delegates to the event

Council Staff: Members of the Council's staff, as listed on the organisational chart

Delegates: Registered participants to the World Energy Week, including Council members, public programme participants, WELS invitees, speakers, Partners, and observers

Event Programme: The content and agenda of the event, developed by the Council and for which it is responsible for design and delivery, with input from the Host as requested

Event Schedule: The overall schedule of the event, prepared by the Council's London office in consultation with the Host, listing dates, times and venues of all sessions during the World Energy Week

Executive Assembly ("EA"): The general governance meeting of the Council's Member Committees, usually held annually

Exhibition: An optional commercial exhibition which may take place during the event to provide visibility for the host country's energy companies and/or to raise funds to support the event

Future Energy Leaders' Summit: Annual meeting for the Council's Community of Future Energy Leaders – FEL-100, a network of young professionals from across the globe who represent the entire energy sector. It may also include young energy professionals from the Host country; the Host provides the venue and supports the organisation of a site visit, and the Council organises and manages the programme

Intellectual Property Rights: Copyright and related rights, moral rights, trademarks, trade names and domain names, database rights, rights in confidential information any other intellectual property rights; specifically with respect to the World Energy Week and its component programme, such intellectual property rights to include speeches, audio and video recordings, written, electronic or other presentations, photographs, press releases and any other record in whatever format of the event programme

Members: The employees or representatives of Member Committees, Member Committee constituent members, Future Energy Leaders, or Partners of the World Energy Council

Officers Council: The Trustees acting as directors of the Council together with the Secretary General; also designated as the Board of Trustees

Secretary General: The Chief Executive Officer and Secretary of the Council; the Secretary General is also the Chief Executive Officer of WSL, the subsidiary trading company of the World Energy Council

Social Events: Hosted social events held during the World Energy Week, catered and paid for by the Host, to which Council members and/or Ministers and CEOs are invited, with the invitees generally set out in advance and may be agreed between the Council and the Host

Sponsors: Organisations which agree to support the event in return for certain benefits. Such support may be through direct financial contributions or in-kind

Standing Committees: The three committees responsible for oversight and governance of the Council's programmes and activities: Communication and Strategy; Programme; and Studies

Website: The website is developed in collaboration by the Host and the Council for the purposes of providing information about the World Energy Week and to enable delegate registration

World Energy Council: A registered UK charity (charity number 1086559) and a company incorporated in England and Wales with company number 4184478, whose registered office is at 5th floor, 62-64 Cornhill, London EC3V 3NH, England

World Energy Council Chair: The Chair of the Council, the lead non-executive Director and Trustee of the Council who is elected for a three-year term from nominations submitted by the Member Committees or individual members

World Energy Council Co-Chair: The co-chair of the Council, a Trustee of the Council elected for a three-year term from nominations submitted by the Member Committees or individual members, who supports the Chair in his/her duties and will become the Chair after his/her election is confirmed by the Member Committees

World Energy Council Partners: A Constituent Member (usually a company) of the World Energy Council that agrees to certain obligations, including membership in one or more Member Committees and a financial and/or in-kind contribution to support the Council's global network of members and receives certain benefit in return. Partners may be Patrons, Global Partners, Project Partners or Project Supporters

World Energy Council Member Committee: A body representing the energy interests of a Territory, that subscribes to the Memorandum and Articles of Association and has been admitted subsequently in accordance with the Articles of Association by the Council membership

World Energy Council Vice Chair: Members of the Officers' Council; comprised of representatives from each of the Council's geographic regions and Vice Chairs with special responsibility, who are elected for a three-year term from nominations submitted to the Executive Assembly

World Energy Leaders' Summit: World Energy Leaders' Summits (WELS) are private, invitation only high-level exclusive events organised twice a year by the World Energy Council for the global energy leaders' community. WELS can comprise a CEO Roundtable or Ministerial Roundtable, to which Ministers, Council's Partner and potential Partner CEOs, and a limited number of VIPs from the Host country may be admitted by special arrangement with the Council subject to meeting the numbers cap and invitation criteria (C-level, geographic diversity, and a maximum of one representative per organisation).

II. LAW OF UNIVERSALITY, ACCESS AND NON-DISCRIMINATION

- A. The World Energy Council operates under the Law of Universality. Any Member Committee is entitled to send delegates to any World Energy Week and Executive Assembly wherever it is held.

- B. The Host confirms that it will work with its national government to assist all delegates, regardless of nationality, to obtain visas or other necessary documentation to enter the country without undue hardship and that the Host will provide invitation letters to delegates to help them obtain their visas if required. The Council will provide a sample invitation letter upon request.
- C. The Host will allow all Member Committees attending the 2021 Executive Assembly to display their country nameplates, as recognised by the World Energy Council.
- D. The Host commits to ensuring that delegates and members can attend its events in a welcoming and non-discriminatory environment, regardless of nationality, political persuasion, gender, sexual orientation, religion or ethnicity.

III. ROLES AND RESPONSIBILITIES

- A. The Host and the Council shall provide such services and perform such of the functions listed in Sections IV and V, it being understood that the Council and the Host may, by agreement, alter or add to such services or functions to meet the specific requirements of the WEW.

IV. COUNCIL DELIVERABLES

- A. General Undertaking
The Council undertakes to the Host to perform its duties as outlined in the terms of this clause [X], to:
- B. Programme and production
 1. Oversee the structure of the WEW and delivery of the WEW format
 2. Design, deliver and manage the WEW programme including agendas and management of internal meetings, research and content development, topics, formats and sessions
 3. Seek input from the Hosts to ensure regional relevance on the public programme and the WELS
 4. Produce the schedule of events for the WEW and consult with the Host before finalising it (see sample Annex A)
 5. Secure and manage speakers and moderators for all components of the WEW led by the Council, including briefing speakers and moderators
 6. Provide overall event production and management including on-site management
 7. Provide details on the production requirements including staging, AV, layout etc
 8. Provide any audio-visual prompts (slides, video)
 9. Design and produce programme collateral, biographies, and in-room documentation
 10. Produce the post event synthesis of proceedings for public distribution as appropriate
 11. Collaborate and consult with the Host on the potential for side-events and not unreasonably withhold its approval for national side-events organised by the Host

C. Invitations

1. Design and issue co-signed invitations to Ministers, VIPs, CEOs, Sponsors, potentials and other key energy leaders from its global network
2. Consult with the Host and Host Government on the wording of draft invitations as required
3. Select and invite specific participants in consultation with the Host and Host Government as necessary
4. Manage speaker and participant invitations and procurement for Council-led activities, ensuring the Host is kept up to date

D. Logistical input and event oversight

1. Provide overall project management of the WEW
2. Provide advice and feedback to the Host on venue suitability for the WEW and its component events, and provide advice to the Host on numbers and catering management
3. Provide details of the standards and logistical requirements for the WEW to the Host, and at its direction, to any of the Host's appointed subcontractors, on venue requirements, catering, accommodation, hosting, signage, transport, VIP management, providing guidance on event management and production
4. Review and approve all meetings rooms and the room set-ups before they are confirmed with the venue
5. Provide a detailed specification of individual room and food and beverage requirements to the Host at least six months ahead of the WEW, however in general the Host can be expected to provide the requirements outlined in this agreement and in the sample schedule at Annex A
6. Provide single points of contact from the Council to liaise directly with the Host team and its appointed sub-contractors to ensure the smooth running of the event
7. Organise and coordinate regular event project team meetings with the Host and provide virtual conference and collaborative platforms to facilitate
8. Carry out a minimum of one site visit of the venue to meet with the Host and sub-contractors to discuss logistical requirements
9. Ensure adequate staff on-site to support coordination and set-up of the WEW venue

E. Registration and Participant management

1. Shall ensure high-level attendance from the World Energy Council leadership including either the Chair or Co-Chair, the Secretary General, or the Vice Chair of the region
2. Shall permit complimentary registration to Ministers and CEOs, and to invited speakers from non-profits and academia
3. Provide the contact details for Member Committees to the Host to enable registration validation
4. Offer the Host to use a platform for the WEW website that has been tested and used by the Council (on a cost-recovery basis).
5. Provide support and information to the Host to supplement the WEW website content

6. Provide details on the registration fields necessary for the collection and compilation of participants registration data through the Host's online registration portal no later than 9 months in advance of the WEW
7. Manage the "accompanying persons" policy (observers, Sherpas, interpreters)
8. Oversee and control the registration process specifically for the WELS providing regular updates to the Host
9. Shall set the limit on the number and criteria of attendees who are permitted to attend the WELS
10. Extend up to 10 registration places to the Host for CEOs of member, partner or sponsoring companies and Host Board members to attend the WELS, to be allocated according to existing policy (C-level or Ministerial)
11. Ensure follow up to WELS delegates with registration and event information providing clear handover to the Host for matters relating to logistics
12. Shall permit the registration of media to public events
13. Shall provide the delegate access categories to the Host or the appointed sub-contractor to the Host or appointed sub-contractor 6 months in advance of the event
14. Exercise its authority to accept alternate delegates who do not fall into the categories listed in the Target Audience
15. Compile attendee reports and provide any permissible contact details to the Host as part of the follow up
16. Arrange bilateral meetings between participants on request, including the potential for arranged meetings for sponsor CEOs
17. Provide the standard template design for delegate badges to the Host or appointed sub-contractor 3 months in advance of the event

F. Financial

1. Waive the Host Member Committee's annual subscription fee for the year of the event
2. Cover the cost of Council staff incidentals including food and beverages consumed off-site, visas, and ground travel
3. Cover the fees and travel arrangements of WELS speakers and Executive Chairs as required
4. May recruit WELS series sponsors but not local contributors for the WELS subject to the sponsorship guidelines and by agreement with the Host so as avoid conflicts
5. Shall support the sponsorship efforts of the Host by co-signing letters and liaising with existing Council Patrons to promote possible sponsorship leads, but shall not receive any commission on sponsorships agreed by the Host
Pay for any meeting rooms, equipment, and catering for special meetings or workshops not listed in this agreement

G. Intellectual Property and brand

1. Shall approve the final WEW logo subject to the Council's brand and sponsorship guidelines
2. Assert its intellectual property rights over the brands and terms World Energy Week, World Energy Leaders' Summit, Energy Transition Summit, but permits the Host to use these and the WEW logo in its sponsorship and promotional material, including collateral and website subject to the brand and sponsorship guidelines

3. Assert its intellectual property rights over the programme and content of the public and private programme events of WEW produced by the Council, including the programme, content, schedule, and materials produced to promote and summarise the event
4. Own all audio and video recordings of the WEW

H. Media

1. In collaboration with the Host's appointed person responsible for media, oversee and coordinate media presence and interaction
2. Promote the event on the Council's social media channels in the lead up to and at the event
3. Permit media to attend WEW public programme events, and at its discretion, be present during a Ministerial-level speech
4. Produce and distribute press releases to its media lists and place op-eds and articles where possible to promote the WEW

I. Marketing and Promotion

1. Promote the World Energy Week to the Council network including to governments, members, industry, and associations via email, website, media, newsletters, and other channels
Allow the Host to distribute WEW promotional material developed by the Host at Council events

V. HOST DELIVERABLES

A. General Undertaking

In connection with the WEW, the Host undertakes to the Council to perform its duties as outlined in the terms of this clause [xx], to:

B. Governmental Support

1. Secure the highest level of government support for the event, ensuring relationships are established with the Ministry of Energy and higher offices such as the President/Prime Minister, protocol offices and the Ministry of Foreign Affairs.
2. Secure a copy of and permission to use the required Minister's signature and Ministry logo to promote the WEW and issue ministerial and VIP invitations ideally 6 months before the event
3. Secure assistance for the obtaining of visas for participants facilitating customs clearance for Council materials

C. Invitation and Programme

1. Provide the co-signature of the Member Committee Chair for invitations as requested
2. Provide input on high-level national invitees including government officials and CEOs, including a final list of preferred invitees and their contact details to the Council at least three months ahead of the WEW
3. Support the invitation process for ministers through liaison with protocol and diplomatic channels with the Host Government

4. Provide feedback and input to Council as part of the public and private programme development on topics of regional relevance and potential speakers
5. Ensure the Council is informed of the intended programme of the Host's Energy Day, and regularly updated on speaker proposals and confirmations
6. Agree that the final decision on programme and speakers of Council-led events at WEW is at the discretion of the Council
7. May by agreement with the Council, organise other national side-events to the WEW

D. Financial

1. Cover the financial costs of all meetings and social events of the WEW covered in this agreement to the standard required such as venue, hotels, catering, logistics, equipment, professional conference organiser, service providers, security, transport, AV, personnel, unless otherwise agreed with the Council
2. Contract directly with suppliers to deliver the products and services required for the WEW
3. May sell sponsorships and generate sponsorship revenue to defray the costs of hosting the WEW
4. May, by agreement with the Council, charge Council non-member delegates a registration fee to attend the public programme activities (Energy Transition Summit and the Host Country Energy Day), or side events organised by the Host. Such agreement must be reached 9 months in advance of the WEW.
5. May not charge registration fees to Council members, speakers, or Ministers for any WEW event
6. Submit the final financial reconciliation of all income and expenditure for the WEW to the Council no later than 45 days after the event
7. Pay any outstanding payments to the Council within 30 days of the event

E. Venue & Logistics

1. Confirm and book the venue and hotels that meet the specification and standards required in consultation with the Council, and at least as per the preliminary schedule at Annex A
2. Coordinate and organise the WEW's logistical requirements including the procurement and management of public, private, and social programme events and venues, service providers, AV, IT, registration, personnel, transport, security, equipment, signage, nameplates, hotel room blocks, private dinner and cocktail, and bilateral meeting rooms
3. Ensure insurances are in place to cover event cancellation, liability and personal damages or injury to the Host, delegates and organisers
4. Ensure security provisions suitable to ensure the safety of all delegates considering the presence of high-level participants, and provide an oral or written report on security measures in place at the request of the Council Officers
5. Confirm no later than 12 months before the event whether the Host will wish to use the Council's event platform for the WEW website, on a cost-recovery basis
6. Ensure content for the WEW website is available to be published in English (and if possible also in French) no later than 9 months in advance of the event and ensure its inclusion of welcome message, link to online delegate registration system,

sponsor details, accommodation details, visas, travel and destination information, accompanying persons programme, and other logistical details

7. Work with the Council to develop the online delegate registration process that is compliant with data protection provisions in force in the Host country and the UK to be delivered no later than 9 months prior to the event
8. Provide delegate registration data to the Council at regular intervals (weekly), and preferably by enabling Council staff to access directly the database of registrations.
9. Provide on-site staff as appropriate to manage delegate registration, transport, protocol, and set-up and directing delegates
10. Ensure appropriate arrangements are in place in case of medical emergency of delegates or staff, such as a nearby medical centre or hospital, "on call" doctor, and trained first aid staff
11. Provide adequate venue signage throughout the venue and outside meeting areas to enable delegates to be easily directed
12. Provide dedicated information and a named point of contact to support participants in relation to venue, transport and hotel arrangements
13. Produce the delegate badges according to the specification and access levels provided by the Council. Badges may include the logo of the Host, but no other third party
14. Produce the nameplates for public and private events, including country name plates for the EA plenary and Officer name plates for the EA plenary to the specification provided
15. Agree to the Council's event rescheduling and cancellation guidelines that outline the considerations taken into account, which would be applied in consultation with the Host
16. Support the customs clearance and storage of any materials sent from the London office to the WEW event

F. Hotels and Accommodation

1. Ensure an adequate range and number of rooms available to accommodate delegates including block bookings and discount codes
2. Provide information to delegates on hotels and discount codes and handle liaison with hotels on reservations as required
3. Require hotels to allow payment by bank transfer and to promptly confirm accommodation and payment receipt to delegates
4. Book and pay directly for three hotel suites for the Chair, Co-Chair, and Secretary General and respective accompanying persons for up to eighteen room nights
5. Book and pay directly for standard hotel rooms for up to 220 room nights for the Council's staff. The precise number of hotel room nights if less than 220 will be confirmed to the Host no later than 3 months prior to the event
6. Ensure that Council leadership and staff accommodation is in the closest business quality hotel to the WEW venue available

G. Food, Beverages and Social Events

1. Provide complimentary welcome, morning, and afternoon coffee and refreshment breaks for all delegates for each day of the WEW or alternatively continuous refreshments in room

2. Provide complimentary hot lunch for member delegates for at least days one and two (usually the Governance Meetings) of the WEW
3. The Host may charge for lunches on days three and four in the public programme, subject to the Council's agreement which must be reached in advance of registration going live
4. Ensure adequate facilities available for hot lunch to be served in short periods of time for all delegates across all days whether lunch is provided on a complimentary basis or otherwise
5. Provide complimentary seated formal lunch and dinner for the WELS
6. Provide complimentary water for speakers, delegates and translators in all meeting rooms
7. Provide complimentary food and beverages at social events as per the schedule (welcome reception and farewell reception) including alcohol subject to national restrictions
8. Provide options for special dietary needs (e.g., vegetarian)
9. Provide complimentary tea, coffee, water, and fruit in the executive offices, staff office, and bilateral meeting rooms
10. May secure in-kind or financial sponsorship for food and beverage, and display this sponsorship subject to the sponsorship guidelines of the Council

H. Audio Visual, IT and other equipment

1. Provide the necessary equipment for the WEW private and public events and staff and executive offices
2. Ensure secure, free high-speed internet and Wi-Fi connectivity for all delegates throughout the WEW venue with sufficient capacity to stream high quality live video, live polling and simultaneous translation if used
3. Provide quality basic audio video equipment and technicians for all public and private events to the specification required including a range of conference, lapel and roving microphones, sound system and mixers, lighting, projectors and screens, laptops, speakers, switchers, audio recording, and simultaneous translation. Precise specification will be provided to the Host no later than 3 months prior to the event
4. Provide production to the specification required including staging, lighting, single and dual projection, and panel and executive seating. Precise specification will be provided to the Host no later than 3 months prior to the event
5. Provide simultaneous translation for public and private programme sessions as required. At a minimum, English-French translation is required for the EA Plenary, and other ad hoc languages will be subject to high-level Ministerial/CEO requirements by agreement with the Council. The host is encouraged to provide local language interpretation and other official UN languages. WIFI options for simultaneous interpretation shall be acceptable
6. Provide audio-recordings of the EA plenary to the Council within 7 days of conclusion of the event
7. Provide one USB and Bluetooth enabled colour laser printer and one USB and Bluetooth enabled high-speed colour photocopier capable of double-sided copying networked to a desktop printer in the staff office
8. Provide 20 reams of 80gsm paper for the staff office

9. Hire a professional photographer to record the event and who works with the Council media team to make photos available in real time and all digital photos within 48 hours of the event
10. Acknowledge that all recordings made are the property of the Council, and must not be made public without the prior agreement of the Council

I. Transport

1. Cover return airfares for the Chair, Co-Chair, and Secretary General and their accompanying person in business class if they are based 5 hours or more flying time from the Host country, and in economy class if flights are under 5 hours. Business class train travel may be acceptable alternatives dependent on the Host country location
2. Cover up to 34 round trip airfares for Council staff consistent with the Council's Staff Travel Policy, where staff based less than 5 hours flying time from the Host country shall travel economy class, and those based more than 5 hours flying time from the Host country shall travel business class
3. Agree no later than 6 months prior to the event whether the airfares are to be booked by the Host or by the Council and invoiced to the Host, to be paid by the Host within 30 days
4. Provide private car airport transfers for the Chair, Co-Chair and Secretary General and their accompanying persons and private cars for their use as required during the WEW
5. Provide a shuttle bus service for delegates if hotels are not within reasonable walking distance of the WEW venue and for official social event held outside of the WEW venue
6. Provide instructions on the WEW website about airport transfer availability, options, and costs
7. Provide Ministers with VIP treatment on airport arrival consistent with protocol
8. May provide airport transfers for delegates and Council staff

J. Sponsorship

1. May seek financial or in-kind sponsorships to defray the costs of the WEW and accrue all sponsorship revenue without commission to the Council
2. May offer sponsorships for the entire WEW, the Host's Energy Day, side events, social events, and refreshment breaks, delegate packs, lanyards, and branded gifts
3. May offer sponsorship for the WELS lunch by agreement with the Council
4. Shall provide the proposed benefits and sponsorship package consistent with the Council's sponsorship guidelines, for review and approval by the Council's Chief Operating Officer before sponsorships are promoted
5. May not offer guaranteed speaking slots to sponsors in Council-led programmes, but may propose C-level speakers of sponsors for consideration to the Council which the Council shall consider seriously
6. Provides regular updates to the Council on sponsor recruitment and the sponsorship package to ensure the Council can support recruitment and conflicts are minimised

K. Media

1. Facilitate the establishment of a Media Centre and press conferences as required suitable for national and international media
2. Assist with identifying, inviting, and connecting with national media
3. Collaborate with the Council's nominated PR and Media contact to develop the communications and media plan for the WEW
4. Confirm that media will be permitted to attend WEW public programme events only, and at the discretion of the Council, be present during a Ministerial-level speech at private events

L. Marketing and PR

1. May develop and distribute WEW promotional material at Council events held in the year prior to the WEW
2. May distribute a delegate pack to participants including programme, branding, marketing material from sponsors, destination information, special event tickets and Council material
3. May distribute editorial material produced by sponsors at the discretion of the Council, provided this material does not compete with Council content or could give rise to a conflict

M. Intellectual Property

1. Shall comply with the Council's branding and corporate identity guidelines in developing any materials, logo, website, content and promotion relating to the WEW and during the event
2. Shall submit a proposed logo for the WEW consistent with the brand guidelines for approval by the Council
3. Shall be entitled to use the agreed logo of the WEW to promote sponsorship and collateral
4. Shall permit the Council to use the Host's and the WEW logo for co-branding
5. Shall not permit third parties to use the WEW or Council name and logo, or claim affiliation without specific written agreement of the Council.
6. Acknowledge that the WEW, and its component events and content including the World Energy Leaders' Summit, Energy Transition Summit, Future Energy Leaders' Summit are the intellectual property and brands of the World Energy Council
7. Agree that all speeches, presentations, photographs, recordings or other outcomes of the event (the "Works"), whatever the format, are and shall remain the property of the Council and the Host shall not use, sell or license the Works in any way without the prior specific written permission of the Council

N. Accompanying Persons Programme

1. Permit accompanying persons to attend all public programme and social events that are not by invitation-only at no charge
2. May offer formal tours for accompanying persons for each day of the WEW subject to a minimum number of registrations.
3. Shall provide details of the Accompanying Persons Programme to the Council

O. Exhibition

1. May organize a commercial exhibition and accrue any revenue generated thereof

IV. HOST GOVERNMENT OBLIGATIONS

- A. The government of the Host country may act as co-host of the event, ideally at the Head of State level (President, Prime Minister)
- B. The Head of State, Energy Minister or other appropriate high-level government official is expected to co-sign invitations to ministers, CEOs and other high-level invitees
- C. The Host will use its best endeavours to ensure the Host government appoints, at least nine months ahead of the WEW, a main contact in the government to liaise with the Council on ministerial invitations and protocol matters such as visas, transport and airport arrivals
- D. The Energy Minister is expected to participate and act as host at the official welcome dinner and participate as a speaker at the WEW
- G. If necessary, the Host government will facilitate Customs clearance for the Council's shipment of materials to the EA

V. NO NATIONAL FLAGS OTHER THAN HOST COUNTRY

- A. Only the national flag of Host country may be displayed at the WEW. No other state, national, provincial or territorial flags or emblems may be displayed inside any buildings associated with the WEW

VI. INDEMNIFICATION AND FORCE MAJEURE

- A. The Host and the Council mutually agree that, at all times in performing this agreement:
 - a. They shall act as principal (i.e., the responsible organisation) with the understanding that sub-contracted service providers may be contracted by the Host for the purposes of managing the WEW;
 - b. They shall not pledge the credit of any other party; and
 - c. They shall act in a lawful manner.
- B. The Host shall indemnify, hold and save harmless and defend at its own expense, the Council, its officers, agents, servants and employees against all suits, claims, demands and liability of any nature or kind, arising from the Host's performance of this agreement or arising from any act or omission of the Host or its employees or subcontractors in connection with the performance of this agreement
- C. The Council shall indemnify, hold and save harmless and defend at its own expense, the Host, its officers, agents, servants and employees against all suits, claims, demands and liability of any nature or kind, arising from the Council's performance of this Agreement or arising from any act or omission of the Council or its employees or subcontractors in connection with the performance of this Agreement
- D. Both parties hereby expressly agree that in the case of any Force Majeure events that prevent, in whole or in part, the holding of the WEW, the Host shall have no responsibility towards the Council with respect to said non-performance of the WEW. Force Majeure includes, without limitation, acts of God including but not limited to fire, flood, earthquake or other natural disaster; tumults, riots or acts of violence, including those arising out of public demonstration or civil disturbance, any order issued by any public authority or any municipal order which would require the postponement or

cancellation of the WEW. Force Majeure does not include changes in political circumstances or the impact of economic downturn.

- E. Any decision to postpone, cancel or reschedule the WEW shall be mutually agreed between the Council and the Host, using the Event Rescheduling and Cancellation Policy of the Council attached as Annex B
- F. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute a party the agent of another party, nor authorise a party to make or enter into any commitments for or on behalf of another party

VII. ENTIRE AGREEMENT

- A. This agreement constitutes the entire agreement between the parties and supersedes and replaces all prior discussions and negotiations between the Council and the Host.
- B. If individual provisions of this Agreement are or become invalid, the validity of the remaining provisions shall not be affected. In this case, the parties shall replace the invalid provision with a valid provision which comes closest to the intended economic purpose of the invalid provision and is permitted by law. The same shall apply to any gaps in the Agreement

VIII. GOVERNING LAW AND DISPUTE SETTLEMENT

- A. This Agreement is governed by the substantive law of England and Wales.
- B. Any dispute arising under the Agreement shall first be attempted to be resolved through amicable dispute resolution, and if unsuccessful, under the ICC Rules of Arbitration.
- C. The seat of arbitration for any disputes stemming from or related to the performance of this Agreement is London, United Kingdom.

Executed as a deed by the World Energy Council acting by

Signed on behalf of World Energy Council on _____ September 2019 by:

Christoph Frei, Secretary General

Executed as a deed by the Host acting by

Signed on behalf of the Host on _____ September 2019 by:

[add name of signatory]

ANNEX A SAMPLE SCHEDULE OF WORLD ENERGY WEEK

2018 WORLD ENERGY WEEK MILAN									
Sunday 7 October	Monday 8 October	Tuesday 9 October	Wednesday 10 October	Thursday 11 October					
	Welcome Coffee 08.00 - 08.30	Welcome Coffee 08.00 - 08.30	Welcome Coffee 08.00 - 08.30	Welcome Coffee 08.00 - 08.30	Welcome Coffee 08.00 - 08.30	Welcome Coffee 08.00 - 08.30			
	Programme Committee 08.30 - 10.30	Secretaries Strategy Day (Opening led by Programme Chair and Regional Vice Chairs) 08.30 - 12.30)	Finance Committee 7.45 - 10.15 (including breakfast)	Energy Trilemma Summit, starting with Global Regional Plenary 9:00-12:45	Parallel workshop	FEL Summit	Parallel workshop	Italian Energy Day 9.30 - 18.00	World Energy Leaders' Summit 09.00-12.45
	Break								
	Studies Committee 11.00 - 13.00	Lunch 12.30 - 13.30	Energy Trilemma Summit 14:00-17:30	FEL workshops	Italian Energy Day 9.30 - 18.00	World Energy Leaders' Summit 14.00 - 17.00			
	Lunch 13.00 - 14.00	Secretaries Strategy Day (cont), joined by Officers 13.30 - 15.30					Joint Council & Summit Reception 17.30 - 19.00	Farewell Dinner	Farewell Dinner
Registration 14:00 - 18:00	Communications & Strategy Committee 14.00 - 16.00		Executive Assembly 16:00 - 19.00	World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00			
	Regional Meetings x 5 16.15 - 18.45	World Energy Leaders' Summit Dinner 19.30 - 22.00					World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00
	Welcome Reception 18.45 - 20.00		World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00	World Energy Leaders' Summit Dinner 19.30 - 22.00			

	Member Committee Secretaries / Chairs / FELS / Board/ Invited Guests
	Open to all World Energy Council Community
	Closed Meetings - by invitation only

	Open to all participants on registration
	Social Events
	Italian Energy Day

	Private session
	Global focus
	National focus

ANNEX B

GUIDELINES ON WORLD ENERGY COUNCIL EVENT RESCHEDULING OR CANCELLATION

Cancelling or rescheduling a World Energy Council event, particularly a Congress or World Energy Week, should be considered only rarely and in the most unusual circumstances, since this has significant potential for damaging the Council's brand and reputation as well as possible negative financial and/or legal consequences.

Therefore, such a decision can only be made by the Officers Council, upon recommendation of the Finance Committee and Secretary General, after full consideration of the possible consequences.

To assist in such decisions, the below guidelines have been developed.

1. Criteria for determining if an event should be rescheduled or cancelled
 - a. Situations where delegates' safety would be compromised, e.g., political uprisings, terrorist attacks or the threat thereof
 - b. Extreme weather events, natural disasters or other cataclysmic events which have destroyed or seriously compromised the country's infrastructure such that holding an event would be difficult or impossible
 - c. Any other event which would compromise the delegates' safety, affect delegates' ability to attend or make it difficult for the event to take place (e.g., an epidemic or threat of disease, such as bird flu, SARS or Ebola)
2. Issues to consider before an event is rescheduled or cancelled
 - a. Potential reputational damage to the Council
 - b. Financial consequences for the Council
 - c. Legal consequences and their potential impact on the Council
 - d. Feasibility of rescheduling the event
 - e. Possibility of altering the nature of the event, e.g., changing a Congress or EA to a WELS/Ministerial, where security for a smaller, higher level group might be more feasible
3. Specific criteria for decision
 - a. The government of the host country closes their borders, strongly discourages travel to their country and/or closes airports and train stations.
 - b. More than 40% of speakers, ministers, top CEOs have cancelled or indicate they are likely to cancel.
 - c. More than 30% of delegates have said they will cancel or indicate they are likely to cancel.
 - d. The Foreign Office (or equivalent) for at least ten of the following issues a travel advisory warning their citizens not to travel to the country where the event will be held (These are entities or countries which would typically bring large delegations):

- G20; Brazil; Canada; China; France; Germany; India; Iran; [Country]; Japan; Kazakhstan; Korea; Mexico; Saudi Arabia; South Africa; Russian Federation; UAE; UK; US; home country of the Council's Chair (if not in above list); home country of Co-Chair (if not in above list); home country of Secretary General (if not in above list).
 - d. More than 75% of the Council's officers indicate they cannot or will not attend and/or no officer who chairs a Standing Committee will be present.
 - e. Due either to travel restrictions or implications for the Council's staff travel insurance, it is not possible to bring sufficient numbers of staff and/or to bring those staff who have a key role in the event to the country to support the event.
 - f. In the opinion of the Finance Committee and Officers Council, the risks related to and potential consequences of holding the event outweigh the consequences of cancelling it.
4. Decision timeline (as a guideline and may not be applicable if the impacting event – disaster or security threat – takes place very close to the event)
- a. 6 months ahead:
 - Initial concern raised by Secretary General to Finance Committee Chair;
 - Finance Committee to decide whether the threat is substantial enough to continue monitoring and qualify seriousness with level 0 (discontinue monitoring), 1 (monitoring, but risk perceived as unlikely to materialise) to level 3 (monitoring, risk perceived as likely to materialise)
 - b. For all risk levels 1-3: 6 months ahead: Secretary General prepares a “monitoring brief” setting out the situation and the implications of cancellation
 - c. For all risk levels 1-3: 5 months ahead: Secretary General and Finance Chair inform Chair of situation; they together confirm the risk level
 - d. For risk levels 2-3: 4 months ahead: Chair convenes a confidential meeting or teleconference of the Officers Council to discuss the matter and weigh options
 - e. For risk levels 2-3: 4 months ahead: host of event (Congress Chair, EA organiser) informed of potential for cancellation
 - f. For risk levels 2-3: 3½-4 months ahead: full impact assessment carried out by Secretary General, based on the criteria in items 2-3 above and presented to Officers Council
 - g. For risk levels 2-3: 3 months ahead: Final decision made and announced