

CONGRESS AND EXECUTIVE ASSEMBLY CONTRACT

BETWEEN

WORLD ENERGY COUNCIL

AND

[ORGANISER NAME]

AND

[GUARANTOR]

[Note: Guarantor of substance may be required – particularly if the Organiser is a special purpose vehicle]

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CONGRESS AND EXECUTIVE ASSEMBLY CONTRACT

BETWEEN

WORLD ENERGY COUNCIL

AND

[NAME OF ORGANISER]

AND

[NAME OF GUARANTOR]

DATE: 6 JUNE 2019

PARTIES:

WORLD ENERGY COUNCIL, a registered UK charity (charity number 1086559) and a company limited by guarantee incorporated in England and Wales with company number 04184478 whose registered office is at 5th Floor, 62-64 Cornhill, London EC3V 3NH, England ("**the Council**")

and

[NAME OF ENTITY], [corporate structure and address], ("the Organiser")

and

[NAME OF ENTITY], [corporate structure and address], ("the Guarantor")

PREAMBLE

The World Energy Council, a London-based international organisation which promotes sustainable energy for the benefit of all, shall with the Host, hold the "World Energy Congress" which is the triennial Congress of the World Energy Council. The four-and-a-half-day programme of the World Energy Congress comprises a multi-track public programme of content showcasing energy topics, private invitation only gatherings including CEO and Ministerial Roundtables, Future Energy Leaders' Congress (FEL Congress), social and side events.

[] as the "Organiser" of the Congress agrees to accommodate, coordinate, and finance the 2025 World Energy Congress, to be held from [DATE TO DATE], 2025 in [City], [Country], organising and providing the venue and logistical requirements. Social events and an accompanying persons' programme are also organised by the Host and side events may be organised by mutual agreement between the Council and the Host.

The Organiser shall also finance and co-organise the Executive Assembly to be held at the same venue as the Congress for the two days prior to the Congress on the terms and subject to the conditions set out in this Contract.

The Congress is one of the principal actions by which the World Energy Council achieves its objectives. Accordingly, the Parties acknowledge their common commitment to ensuring that the Council's reputation and viability are preserved, the interests of its members are represented throughout, and there is strategic value and public benefit of the Congress

The Organiser commits to ensuring the highest level of government support for the Congress by securing the most senior government signature for ministerial and VIP invitations and by making its best efforts to ensure the attendance of high-level government officials from the Host country, including the President/Prime Minister, Minister of Energy, as well as government representatives surrounding countries.

The Organiser assists with ministerial protocol; facilitating the obtaining of participant visas; and collaborating on programme development providing input and proposals to themes and programmes as necessary.

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.

This Contract also specifies the agreed roles of the Organiser and the Council in carrying out these elements.

AGREED TERMS

1. INTERPRETATION

The below definitions and rules of interpretation in this clause apply in this Contract.

St Petersburg Congress: The 25th World Energy Congress held in St Petersburg, Russia, from 24-27 October 2022.

Accompanying Person: Those persons accompanying Delegates to the Congress, who are provided with a package of activities comprising special tours, visits and activities ("Accompanying Persons Package") during the Congress.

Bid Requirements: The requirements set out in the World Energy Council's Request for Proposals to host the World Energy Congress 2025.

Guarantee: A guarantee in a form and from an organisation approved by the Council guaranteeing the Organiser's financial obligations under this Contract.

Communications and Strategy Committee: The World Energy Council Standing Committee responsible for general oversight of the Congress Programme elements as defined in this Agreement.

Community Roundtables/Energy Leaders' Summits: Special by-invitation-only events held for specific groups of Delegates, such as ministers, CEOs and other World Energy Council communities, during the period of the Congress. Organised by the Council, financed by the Organiser.

Congress: The 26th World Energy Congress to be held in [City] from [date] to [date], 2025.

Congress Attendee: Delegates and Visitors, and any other individuals otherwise participating in the Congress for whom registration is required.

Congress and Executive Assembly Framework Document: The document (including its schedules) described as such by the Council and as amended from time to time and approved by the Council in which are set out the Council's detailed requirements for the Congress and the Executive Assembly.

Congress Chair: The chairperson of the Congress, appointed by the Organiser pursuant to this Contract; serves on the Officers' Council (World Energy Council Board of Trustees) from the close of the 2022

Congress to the close of the 2025 Congress. The Congress Chair is required to submit regular written and oral reports to the Officers and the members on the progress of the Congress.

Congress Executive Director: Pursuant to this Contract, the Organising Committee appointed person responsible for overall management, organisation and administration of the Congress. The Executive Director is appointed or hired at the discretion of the Congress Organiser, with such appointment to be notified to the Council. The Congress Executive Director serves as an ex officio member of the World Energy Council Communications and Strategy Committee for the three years preceding the 2025 Congress (end of 2022 Congress to end of 2025 Congress).

Congress Organising Committee: The Organiser's entity responsible for the overall success of the Congress from the Organiser's side and for ensuring the contractual obligations to the World Energy Council as outlined in this Contract are met. These include sales and marketing, sponsorship, budget/finance, logistics, exhibition, protocol liaison, and PR.

Congress App: A mobile based application used by Delegates to view the Congress Programme, sessions, speakers, delegates, exhibition information and to participate in interactive dynamic activities such as polling and matchmaking and to download content; the requirements, design and responsibility for the Congress App are reviewed and approved by the London Office.

Congress Delivery Team: The combined group of representatives of the London Office and the Organising Committee who form project teams to agree and deliver the Congress. Convened by the World Energy Council and co-chaired by the Congress Executive Director and the Council's Chief Operating Officer.

Congress Programme: The content of the Congress, including themes, public content programme of session topics, speakers, and the private programme of Community roundtables, Energy Leaders' Summits, the FEL Congress and other sessions or events related to the content of the Congress. The Congress Programme development is led by the World Energy Council's Global Agenda team, and the FEL Congress is coordinated by the Head of the FEL Programme in the London office.

Congress Schedule: The overall schedule of the Congress, including the Congress Programme sessions, the Exhibition, the Opening and Closing Ceremonies, social events, Accompanying Persons Package, side events and other events taking place under the aegis of the Congress.

Congress Sponsors: Organisations that agree to provide financial or in-kind support of the Congress in return for certain benefits associated with the Congress in line with the Sponsorship Package.

Congress Sponsorship Revenue: All revenue derived from the sale of Congress Sponsorship, advertising at the Congress, merchandising or other promotional activities in connection with the Congress.

Congress Statement: The messaging statement launched by the Council at the Congress, approved by the Member Committees and the World Energy Council Board, and built on the Council's content and insights.

Constituent Members: The energy interests constituting the membership of the Council's Member Committees as notified to the World Energy Council in accordance with its Articles of Association.

Contract: This Contract including all schedules annexes and ancillary documentation entered into under this Contract.

Council Website: The principal website of the Council from time to time (current url: <http://www.worldenergy.org>)

Delegates: Those individuals, including speakers, attending the Congress Programme, whether or not entitled to attend invitation-only community meetings.

Developing Countries Scheme: A scheme under which the Organiser provides funding to ensure the participation of qualifying Delegates from Developing Countries. This comprises support of a minimum

of 250 registration waivers in addition to heavily discounted or complimentary travel and accommodation. Specific details of the scheme are set by the Organiser, reviewed by the London Office and approved by the World Energy Council Finance Committee. The list of developing countries is established using World Bank data and agreed between the Council and the Organiser.

Executive Assembly (EA): A set of meetings of the World Energy Council Member Committees whether annual, general or extraordinary. In this case, taking place over the two days prior to the Congress.

Exhibition: The exhibition which will take place at the Congress in 2025.

Fee: As defined in clause 4.1.

Future Energy Leaders' (FEL) Congress: The programme of content sessions and events developed specifically for the Council's Future Energy Leaders' community of exceptional young professionals as part of the Congress. The details of the FEL Congress programme are led by the London Secretariat and guidance from the FEL Board, and from the Organiser.

Future Energy Leaders' (FEL) Package: A scheme under which the Organiser provides funding to support the participation of FELs, usually in the form of registration waivers, complimentary or heavily discounted accommodation and flights for all FELs, food and beverages, and all logistics required to support the FEL Congress.

Guaranteed Obligations: All present and future payment obligations and liabilities of the Organiser to the Council under this Contract.

Head of Global Agenda: The person in the London office who is responsible for developing and delivering the Congress Programme.

Intellectual Property Rights: Patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; specifically with respect to the Congress, such intellectual property rights to include the Congress Programme, speeches, audio and video recordings, written, electronic or other presentations, photographs, press releases and any other record in whatever format of the Congress Programme.

London Office: The London-based headquarters and registered office of World Energy Council.

Officers' Council: The Trustees acting as directors of World Energy Council together with the Secretary General; serve as the Council's Board of Trustees and Board of Directors.

Registration Fee: The amount to be charged to Delegates to attend the Congress Programme.

Territory: A defined sovereign country or another geographical area accepted as a "Territory" by the Executive Assembly.

Trustees: The directors (officers) of the World Energy Council.

VAT: Value added tax chargeable under the UK Value Added Tax Act 1994 and any similar replacement or additional tax.

Visitors: Those individuals attending the Exhibition.

Warranties: The representations and warranties of the Organiser set out in clause [3.1].

Welcome Receptions: Official receptions to be hosted by the Organiser, one to be held during the Executive Assembly period on a date to be agreed by the Organiser with the Council and one to be held on the opening evening of the Congress for all Congress participants.

World Energy Congress: The triennial Congress held by the World Energy Council, a brand and product owned by the World Energy Council.

World Energy Council: 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 World Energy Council, who is elected from time to time for a three-year term, ending at the end of the Congress.

World Energy Council Co-Chair: The co-chair of the World Energy Council, who is elected from time to time and is usually designated as the Chair-elect.

World Energy Council Digital & Platforms Department: The department at the London Office responsible for communications for World Energy Council.

World Energy Council Chief Operating Officer: The Chief Operating Officer appointed by the Council from time to time with London office oversight over the day to day arrangements of the Congress and the Congress contract; they are the staff liaison to the Finance Committee.

World Energy Council Senior Director of Digital and Platforms: The senior staff member in the London Office in charge of the Council's Digital and Platforms Department; they are the staff liaison to the Communications and Strategy Committee.

World Energy Council Finance Committee: Delegated Subcommittee of the World Energy Council Officers' Council with oversight of the commitments and enforcement of the Congress Contract, including the financial warranties, respective commitments of the parties, review and approval of the Congress registration fees, sponsorship package, the Developing Countries Scheme, appointment of agents, and providing oversight for other financial and legal aspects related to the Congress which affect the Council.

World Energy Council Partner: A Constituent Member that supports the World Energy Council through financial and/or in-kind contributions, for which it receives certain contractual benefits.

World Energy Council Member Committee: A member committee whose Constituent Members are energy interests in a Territory, which are members of World Energy Council from time to time by virtue of being subscribers to the Memorandum and Articles of Association of World Energy Council and by being admitted subsequently in accordance with the Articles of Association of World Energy Council.

World Energy Council Secretary General: The chief executive and secretary of the World Energy Council as appointed from time to time.

World Energy Council Staff: Roles of the World Energy Council employees and advisors, as listed from time to time in the Council organogram or lists.

World Energy Council Standing Committees: The committees responsible for oversight and governance of the Council's programmes and activities; comprised of Council members whose appointments to the committees are approved by its membership.

World Energy Council Sub-Contractor: Any appointed organisation(s) retained from time to time by the World Energy Council that may support the monitoring and delivery of contractual commitments to be delivered by the Organiser or the London Office.

World Energy Council Works: Includes the World Energy Council logo; the names "World Energy Council" and "World Energy Congress"; the approved World Energy Council colours; the Congress Programme; the Congress Schedule; any study, tool, report, publication, event programme, or other output in which the Council carries out its work including those described and listed on the Council website, in whatsoever form, whether print or electronic and whether the full document, the executive summary or the electronic version as authorised.

Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.

The schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the schedules. Where there is any inconsistency between the terms of the schedules and the terms of set out in the main body of the Contract, the latter shall prevail.

A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established independently of whether it’s publicly or privately owned.

Words in the singular shall include the plural and vice versa.

A reference to one gender shall include a reference to the other genders.

A reference to any party shall include that party's personal representatives, successors or permitted assigns.

A reference to “writing” or “written” includes communications sent by e-mail, fax, text message and post.

A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Contract) at any time.

References to clauses and schedules are to the clauses and schedules of this Contract; references to paragraphs are to paragraphs of the relevant schedule.

2. GRANT OF HOSTING RIGHTS AND ASSUMPTION OF RESPONSIBILITY FOR HOSTING

- 2.1 The Council grants to the Organiser the right to organise, finance, manage and promote the Congress on the terms and subject to the conditions of this Contract.
- 2.2 The Organiser undertakes to the Council that it shall organise, finance, manage and promote the Congress on the terms and subject to the conditions of this Contract.
- 2.3 The Organiser shall organise and finance the Congress in compliance with the standards, quality and requirements of the World Energy Council, as provided in this Contract.
- 2.4 The Organiser shall deliver, at a minimum, the following elements of the Congress, in accordance with the provisions of this Contract:
 - 2.4.1 all meetings and associated events of the Executive Assembly;
 - 2.4.2 all logistics for the Congress programme;
 - 2.4.3 the Exhibition;
 - 2.4.4 the Community Roundtables and World Energy Leaders’ Summit;
 - 2.4.5 the Accompanying Persons’ Package;
 - 2.4.6 the Social Programme;
 - 2.4.7 the Future Energy Leaders’ Congress;
 - 2.4.8 the Developing Countries Scheme;

- 2.4.9 any other elements related to the Congress or Executive Assembly which are listed in the Contract or which are mutually agreed between the Organiser and World Energy Council.
- 2.5 In planning, organising, managing and promoting the Congress and the Executive Assembly, the Organiser agrees to respect, in spirit and intent, the Council's stated mission and goals (as set out in the Council's Website from time to time); its approved and documented organisational policies, practices and structure; and the obligations and requirements set out in this Contract and in guidelines and instructions for the Organiser.
- 2.6 All costs for managing, organising, hosting, equipping, staffing and promoting the Congress and Executive Assembly (including those elements listed in clause 2.4) are the responsibility of the Organiser unless otherwise specified or agreed in writing between the Organiser and the Council.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Organiser represents and warrants to the Council that:
- 3.1.1 it is a legal entity duly incorporated and validly existing under the laws of the [country];
 - 3.1.2 it has the power to own its own assets and carry on its business as it is being conducted including entering into contracts with third parties;
 - 3.1.3 the entering into and performance of this Contract by (and the transactions contemplated by it) by the Organiser do not and will not conflict with:
 - a. any law or regulation applicable to the Organiser;
 - b. the Organiser's constitutional documents; or
 - c. any agreement or instrument binding upon the Organiser or any of its assets.
 - 3.1.4 the Organiser has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entering into performance and delivery of this Contract and the transactions contemplated by this Contract;
 - 3.1.5 the Organiser Accounts give a true and fair view as at the end of the financial period to which they relate and the results of its operations for that financial period and no significant liabilities (contingent or otherwise) existed at the end of such financial period which were not fully disclosed or reserved against in such accounts;
 - 3.1.6 it acknowledges that the World Energy Congress shall not be run as a for-profit commercial enterprise.
- 3.2 The Council has entered into this Contract in reliance on each of the Warranties.

4. FINANCIAL PROVISIONS

- 4.1 The Organiser agrees to pay the Council a flat fee of £1,700,000 (**the "Fee"**) in instalments as described below, such fee to cover a royalty payment for the use of the World Energy Council brand and logo; use of certain information from the member database; access to the Council member network; use of the Council website for promotion and marketing of the Congress; direct assistance with marketing and promotion of the Congress; preparation and delivery of the Congress Programme content, speaker acquisition and other relevant elements; and advice and support of the London Office and other Council bodies with regard to the Congress.

- 4.2 Payments of the Fee must be made by the Organiser in British pounds sterling, on receipt of the Council's invoice, to an account specified in writing by the Council in immediately available cleared funds according to the following schedule.

Payment schedule:

1. £200,000 on or before 1 June 2023;
 2. £200,000 on or before 1 December 2023
 3. £200,000 on or before 1 June 2024
 4. £300,000 on or before 1 December 2024
 5. £200,000 on or before 1 May 2025
 6. £300,000 on or before 1 September 2025
 7. £300,000 plus 5% commission on international Sponsorship Revenue (not including national state-owned companies and other domestic government agencies or institutions) on or before 31 December 2025, or within 90 days after the final day of the Congress, whichever is sooner.
- 4.3 All sums payable under this Clause are stated exclusive of VAT and shall be payable free of any taxes and not subject to any withholding, set off or counter-claim. If any such withholding or deduction is required, the Organiser shall, when making the payment to which the withholding or deduction relates, pay to the Council such additional amount as will ensure that the Council receives the same total amount that it would have received if no such withholding or deduction had been required.
- 4.4 In view of the collaborative approach to the programme development and management of the Congress, the Organiser shall second a member of its team to be based in the London office on a full-time basis to start in January 2023 for three years. The secondee acts as a key liaison and provides direct support and input to the Programme with dual reporting to both the Head of Global Agenda and the Organiser.
- 4.5 The Organiser agrees to cover the cost of travel and accommodation of one site visit in 2022 and two site visits each in 2024 and in 2025 by two senior London officials or their designated subcontractor, to the Congress site for the purpose of assessing progress, agreeing logistical requirements and discussing other elements of the Congress. Such costs shall be in consistent with the Council's staff travel policy.

5. ORGANISER DELIVERABLES

5.1 General Undertaking

In connection with the Congress the Organiser undertakes to the Council in the terms of this clause 5 and the minimum terms outlined in the Bid Requirements.

5.2 Law of Universality, Neutrality and Non-Discrimination

- 5.2.1 The World Energy Council operates under the Law of Universality, which specifies that any of the Council's member committees are entitled to send Delegates to any Council Congress or Executive Assembly, wherever it is held.
- 5.2.2 The Organiser confirms that it will work with its country's government to assist all Delegates, regardless of their nationality, to obtain visas or other necessary documentation to enter the country.
- 5.2.3 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.

5.2.4 The Organiser confirms that it will allow all World Energy Council Member Committees attending the 2025 Executive Assembly to display their country nameplates, with country names as recognised by the World Energy Council, at the Executive Assembly Plenary.

5.2.5 So as to maintain the Council's reputation as a neutral, unbiased, non-political organisation, the Organiser agrees that it will not allow the display of any non-host country state, national, provincial, or territorial flags or emblems in or on any buildings or grounds associated with the Congress or Executive Assembly.

5.3 International standards and compliance

The Organiser shall organise, manage, finance and promote the Congress and the Executive Assembly which in form, manner and substance shall meet the standards, quality, and requirements of the World Energy Council and of any international high-level, high-profile, professional conference.

5.4 Host Government Involvement

The Organiser shall ensure the full support of its national government for the Organiser to host the Congress and the Executive Assembly and perform its obligations under this Contract and, as existence of such support, the Organiser shall:

5.4.1 obtain a formal letter of support from the prime minister, president, or other relevant head of state, and government official(s) for the Congress;

5.4.2 procure that the appropriate high-level government official, e.g., prime minister, president, head of state, will sign or co-sign letters of invitation to a mutually agreed list including energy or other relevant ministers, high-level government officials and industry leaders from around the world;

5.4.3 procure that the head of state or his/her designated high-level representative and the energy minister will participate in the Congress, e.g., at the Opening Ceremony, in the Ministerial Roundtable;

5.4.4 have the support of its government to facilitate the participation of the above officials at the Congress by assisting with entry into the country and appropriate protocol;

5.4.5 confirm in writing no later than nine months before the first day of Congress if the prime minister, president or head of state or government wishes to host a heads of state/ heads of government summit during the Congress;

5.4.6 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.

5.5 Ministerial and Other Government Officials

5.5.1 The Organiser shall work with the Council and its government to develop a procedure for managing heads of state, ministers and other high-level government officials who may attend the Congress, with the procedure being finalised at least 18 months before the scheduled first day of the Congress. Such procedure must include, at a minimum, the following points:

- a. Target number of ministers and heads of state to attend the Congress
- b. Invitation process
- c. Role of local embassy for the relevant country
- d. Speaking roles and participation in the Ministerial Roundtable

- e. VIP process (airport arrival, onsite management, assignment of a personal assistant by the Organiser, etc.)
- f. Accommodation arrangements
- g. Entourage arrangements
- h. Protocol arrangements.

5.5.2 Invitations to these Ministers and officials shall be coordinated between the Organiser and the London Office, with support from the relevant department of the host country government.

5.5.3 No later than seven months before the scheduled first day of the Congress, the Organiser shall appoint a Head of Protocol to manage ministerial protocol and local support for ministers consistent with ministerial protocol, such as visas and entry permits, airport greeting and transfers, VIP entry into the country, and other items necessary to support ministers and heads of state attending the Congress in-country.

5.6 Congress Sponsors

5.6.1 The Organiser shall present for approval to the Council's Finance Committee at least 36 months ahead of the Congress, a draft sponsorship prospectus including sponsorship levels, fees and benefits for each sponsorship level, including both cash and in-kind, making clear that it is the Organiser who will deliver the sponsor benefits. Once this proposal is approved by the World Energy Council Finance Committee, the Organiser is free to recruit sponsors.

5.6.2 The Organiser shall engage a range of national, regional and international sponsors. Of the total number of Congress sponsors, at least 60% (in terms of sponsorship value) shall be international. "International sponsors" means those multinational companies or organisations with assets or operations in more than one country and excludes national state-owned companies, and domestic government agencies and institutions.

5.6.3 The Organiser shall inform the London Office in writing of the sponsorship opportunities that the Organiser plans to offer for specific events or products to ensure that such opportunities do not violate any existing contracts that the Council holds with third parties. In the event of such a conflict, the Organiser shall not proceed with the relevant offer of a sponsorship opportunity that gives rise to such conflict.

5.6.4 The Organiser shall not, under any circumstances, offer, procure or permit the offer for sponsorship or third-party branding of any of the following items:

- a. Congress invitation letters (that is, invitation letters may not contain a sponsor name or logo which could be seen to imply that the sponsor is a co-host of the Congress)
- b. the delegate badges (although the lanyards may be sponsored);
- c. the World Energy Council offices (Chair, Co-Chair, Secretary General, staff) or any meeting or session rooms for the Executive Assembly or Congress Programme, unless otherwise agreed in writing with the Council's Chief Operating Officer;
- d. any branding that would infer a Partnership or content status of a sponsor
- e. any staging, fixtures, or materials internal to the meeting or session rooms;
- f. the daily themed videos

5.6.5 should there be any ambiguity about whether an element of the Congress is a possible sponsorship option, this should be discussed with the Council's Chief Operating Officer before

any commitment is made to a sponsor. The Chief Operating Officer may refer such requests to the Council's Finance Committee for final review and decision;

- 5.6.6 sponsorship opportunities must not undermine any of the Council's advertising-based, member or other stakeholder products;
- 5.6.7 the Sponsors are not promised speaking slots in the Congress Programme as part of the sponsorship agreement nor shall the Organiser cause any sponsor to believe it will have undue influence on any aspect of the Congress;
- 5.6.8 notwithstanding clause 5.6.7, the top-most tier of sponsors of the Organiser shall be accorded the highest level of Partner status as per 5.7.14, which shall permit up to two speaking slots at the Congress for the sponsor CEO or other C-level representatives at Platinum level and Gold level, subject to Council's speaker criteria and the Partnership being in place at the time of the Congress;
- 5.6.9 all targeting of companies in a particular country to be sponsors must be discussed with or notified to the Member Committee of that country ahead of any contact with potential sponsors being made;
- 5.6.10 the Organiser should consult the Council about the Council's Partner programme to ensure clarity on the role and obligations of Partners and so that any potential Congress sponsorship opportunities the Organiser may consider offering to Partners do not conflict with their agreement with the Council.
- 5.6.11 In order for the Council to be able to support the negotiations on Congress sponsorship, the Organiser will provide the Council with a sponsorship contract template and list of sponsor benefits for each sponsor level by no later 24 months prior to the Congress.
- 5.6.12 The Organiser shall ensure that it has an appropriate point of contact responsible for sponsors once they are signed, who can support and advise sponsors on their benefits and special arrangements, and the like.
- 5.6.13 So as to avoid any conflicts with the efforts of the Organiser of the St Petersburg Congress to sign sponsors, the Organiser is specifically prohibited from entering into any commitments, contracts or arrangements with any sponsors whatsoever until the first day of the St Petersburg Congress (i.e. 24 October, 2022). However, the Organiser may approach the organiser of the St Petersburg Congress to propose a plan for joint sponsorship recruitment for approaching sponsors once they have signed for the 2022 Congress. Any agreement which allows early recruitment of sponsors for the Congress must be authorised and approved in writing by the organiser of the St Petersburg Congress.

5.7 Cooperation on World Energy Council Partners

- 5.7.1 The Council agrees to make use of the global network of World Energy Council members and World Energy Council Partners to assist the Organiser in recruiting Congress Sponsors and shall notify the Organiser of key relationship contacts of Partners, facilitate introductions as required, and update the Organiser of changes in Partner relationships.
- 5.7.2 The Organiser shall extend to World Energy Council Partners the following discounts, such discounts to be applicable to any level of sponsorship that the World Energy Council Partner wishes to purchase:
 - a. World Energy Council top tier Partners (typically Patrons): 40% discount for no more than 50 Patrons

- b. World Energy Council second level Partners (typically Supporters and Global Partners): 25% discount for no more than 50 supporters.
- 5.7.3 The Council agrees to provide to the Organiser a list of all current World Energy Council Partners as soon as possible after the signing of this Contract.
- 5.7.4 The Council agrees to notify the Organiser whenever the World Energy Council signs a new Partner contract and to provide the start and end dates of the contract.
- 5.7.5 The Council agrees to make introductions of all Partners to the Organiser.
- 5.7.6 The Organiser shall pay to the Council a commission of 5% on all international sponsorship revenue relating to the Congress and/or the Executive Assembly.
- 5.7.7 Any exceptions to and exemptions from the above provisions of this clause 5.7 must be agreed in writing with the Council's Finance Committee.
- 5.7.8 The commission referred to in clause 5.7.6 shall apply to cash sponsorships only; in-kind sponsorships are exempted. In-kind sponsorship is defined as the direct provision of goods, services, or personnel by the sponsor. The Organiser must inform the Council of all in-kind sponsorships and the form and value thereof.
- 5.7.9 In order to promote shared lead generation, the Organiser agrees to make regular reports to the Council on sponsorship prospects and to notify the Council of each new sponsor signed, the level at which they have been signed and whether the contract is on a full cash basis or has an in-kind component as soon as the sponsor is signed.
- 5.7.10 The Organiser shall provide the Council with copies of all signed in-kind sponsorship contracts; where these are not provided, the sponsorship will be assumed to be a cash sponsorship and will be included in the calculation of the sponsorship commission at the level at which the sponsor is listed on the Congress website and/or in other Congress materials.
- 5.7.11 The payment of the sponsorship commission to the Council shall be made in US dollars, unless otherwise agreed in writing between the Council and the Organiser at least six months ahead of the Congress.
- 5.7.12 The Council reserves the right to sign additional companies as World Energy Council Partners, the only exception being that it will not proactively attempt to unilaterally recruit host country companies.
- 5.7.13 The Council reserves the right to define new categories or levels of supporters or to change the designation of World Energy Council Partners. Any such change will be notified to the Organiser as soon as possible, and any effect such change may have on the World Energy Council Partner sponsorship discounts will be negotiated and agreed by both parties.
- 5.7.14 The Council agrees to provide World Energy Council Partner privileges to Congress sponsors as follows:
 - a. To Congress sponsors at the [Platinum or other designation for highest level of Congress sponsorship] level, World Energy Council Partner privileges for two years from date of signing of the sponsorship contract;
 - b. To Congress sponsors at the [Gold or other designation for second highest level of Congress sponsorship] level, World Energy Council Partner privileges for one year from date of signing of the sponsorship contract.

5.7.15 The Organiser may contract a third party to recruit Congress sponsors with the explicit written agreement of the Council's Finance Committee, such agreement subject to review of the proposals received by public tender.

5.8 Programme

5.8.1 The Organiser shall collaborate with the Council providing input on thematic, session and speaker suggestions in line with the timelines and procedures outlined in this Agreement and according to any good practice guidelines in place on Programme and Speaker diversity. Final editorial control of the Congress Programme rests with the Council.

5.8.2 The Organiser shall work with the Council to implement the Congress speaker invitation process to ensure a coordinated and centralised process of speaker acquisition and Programme delivery, supporting the London Office in the Programme development

5.8.3 The Organiser shall appoint an experienced Congress Master of Ceremonies who shall preside across the four days of the Congress, who usually introduces the plenary sessions and moderators, the Opening and Closing Ceremonies, and acts as a familiar and consistent presenter throughout the Congress.

5.9 Congress Opening and Closing Ceremonies

5.9.1 The Organiser shall host an Opening Ceremony and a Closing Ceremony. For both events, certain elements indicated with (*) below, must be included. Final confirmation of Opening and Closing Ceremony elements and schedule are agreed together with the World Energy Council.

5.9.2 Opening Ceremony (60–90 minutes), usually on the Sunday evening, before the Congress Programme commences and followed by the formal opening of the Exhibition and the Congress Welcome Reception

- (a) Professional Master of Ceremonies appointed by Organising Committee, who shall act as the MC through the week opens
- (b) Welcome from Congress Chair*
- (c) Welcome from World Energy Council Chair*
- (d) Keynote speeches from Heads of State (Prime Minister, President, etc.)
- (e) Welcome presentation – usually a cultural show featuring the country's music, art, dance or other social or cultural aspects
- (f) Immediately followed by Exhibition Opening and Welcome Reception.

5.9.3 Closing Ceremony (60-90 minutes), on last day of the Congress, immediately following the final Congress plenary session

- (a) Congress Chair opens and presides
- (b) Presentation of Future Energy Leaders' Declaration*
- (c) Thanks from the outgoing World Energy Council Chair*
- (d) Congress messages and inaugural speech by incoming World Energy Council Chair*
- (e) Invitation to next Congress (video and/or speech) from the Chair of the World Energy Congress 2028*
- (f) Farewell by current Congress Chair and concludes Congress*

- 5.9.4 The seating plan for VIPs for the Opening and Closing Ceremonies must be agreed with the London Office no later than 30 days prior to the start of the Congress.
- 5.9.5 At a minimum, the World Energy Council Chair, World Energy Council Co-Chair, and World Energy Council Secretary General must be seated in the front row of the audience of both Ceremonies. Fifty seats must be allocated in the first to third rows of the Ceremonies for World Energy Council Officers and World Energy Council VIPs.

5.10 Community Roundtables

- 5.10.1 To attract and provide additional value to high-level Congress participants, possibly including, but not limited to, ministers, mayors, World Energy Council Partner CEOs, innovators, investors and other energy leaders, the Council organises a series of invitation-only Community Roundtables, which are private, off-the-record events for specific audiences, held during the Congress. The aim of these Community Roundtables is to encourage dialogue and debate between top energy leaders about critical energy issues. There is a cap on the number of Delegates at any Community Roundtable.
- 5.10.2 The Council is responsible for the content and overall organisation of the Community Roundtables and the programme and content are defined by the Council's Issues Monitor and other relevant work, seeking input and feedback from the Host.
- 5.10.3 Invitations to the private CEO roundtable which is part of the Community Roundtable programme are a benefit offered to current and potential World Energy Council Partners, with a limited number of other top executives representing global brands.
- 5.10.4 CEOs from companies or organisations in the top-most sponsorship categories eligible for Council Partner privileges will automatically be invited to the private CEO roundtable. In addition, the Organiser will be able to invite up to five (5) CEOs from leading energy companies of their choice. If there are additional CEOs they wish to invite, these may be considered on a case by case basis by the Council in line with the Council's selection and diversity criteria. No more than one invitation per company is permitted, and the level must be CEO.
- 5.10.5 Invitations to the Trilemma Ministerial Roundtable, which is part of the Community Roundtable programme, are a privilege to all ministers attending the Congress and related events; exceptions to/replacement for ministerial participation follow the Council rules for ministerial meetings.
- 5.10.6 The number and timing of the Community Roundtables will be determined by the Council in consultation with the Organiser but will be scheduled so as to conflict minimally with the main Congress Programme sessions whilst leveraging attendance across all four days.
- 5.10.7 To facilitate the Community Roundtables, the Organiser will provide the meeting rooms, logistical support, AV requirements, branding, in-room refreshments, and seated plated lunch in close proximity to the meeting rooms.
- 5.10.8 The Community Roundtables are strictly closed to media and any entourage permitted will be at the discretion of the Council.

5.11 Registration Fees

- 5.11.1 The Organiser shall propose a schedule of Registration Fees in US dollars for the World Energy Council Congress which must be approved by the World Energy Council Finance Committee, such Registration Fees shall include all taxes and duties, and no further additions to the fees shall be made by the Organiser.

- 5.11.2 The Registration Fees for all categories, including World Energy Council members, must be set by the Organiser no later than eighteen (18) months prior to the Congress and must be approved by the World Energy Council Finance Committee.
- 5.11.3 The Registration Fee for the Congress must include the entirety of the public Congress Programme with no additional fees to be paid by Delegates. This means all content sessions and plenaries of the Programme, the Opening and Closing Ceremonies, the Welcome Receptions, coffee breaks and lunches, but not including side events, or separate paid-for events not organised together by the Council and Organiser.
- 5.11.4 The Organiser shall waive the Registration Fee for the following:
- a. The World Energy Council Chair and Accompanying Person;
 - b. The World Energy Council Co-Chair and Accompanying Person;
 - c. The World Energy Council Secretary General and Accompanying Person.
 - d. All other World Energy Council Officers and Officer appointees, defined as those advised to the Organiser 60 prior to the first day of the Congress;
 - e. Representatives of selected international supporters (usually international organisations and associations, not-for-profits, Council ambassadors, convention bureaux) of the Council, up to a maximum of 45 individual Registration Fees, from a list provided by the Council;
 - f. All World Energy Council Staff and Accompanying Persons;
 - g. World Energy Council Honorary Officers, defined as those listed as such on the World Energy Council website as of 90 days prior to the first day of the Congress;
 - h. All accredited media attending the Congress.
- 5.11.5 The Organiser shall also provide invitations to the Congress and registration waivers to heads of state, energy ministers (or their equivalent) and to other high-level government officials at the ministerial level or higher from all countries with Member Committees.
- 5.11.6 The Organiser shall provide registration waivers for all speakers in public and private sessions.
- 5.11.7 The Organiser shall, in consultation with the Council, develop the criteria and budget to cover travel and accommodation costs for speakers who are considered valuable to the Congress Programme but would otherwise be unable to participate, at least 12 months ahead of the Congress. The speakers/organisations to be granted support from this budget shall be approved by the Organiser as and when the London office requests approval subject to the agreed criteria.
- 5.11.8 The Organiser may grant additional Registration Fee waivers or reduced Registration Fees at its sole discretion.
- 5.11.9 As part of the Registration Fee discussion, the Organiser shall provide a full Admissions Policy to the London Office at least 16 months prior to the Congress. Such Admission Policy must cover, at a minimum, the following points:
- a. For Ministers: Number of entourage members to be admitted on a complimentary basis; number of personal translators to be admitted on a complimentary basis;

number of hotel rooms, if any, which will be provided on a complimentary basis for Ministers and their entourage.

- b. For CEOs, business leaders, others, e.g., IGOs: number of assistants to be admitted on a complimentary basis; number of personal translators to be admitted on a complimentary basis.

5.12 Developing Countries Scheme

- 5.12.1 The Organiser agrees to provide specific support to bring representatives from developing countries to the Congress. The total value of the support provided is expected to be valued at a minimum of \$250,000 US through complimentary or heavily discounted accommodation or travel, in addition to a minimum of 250 waived registrations.
- 5.12.2 While it is not necessary for the Organiser to prove the monetary value of such support, it must provide a proposal specifying the exact nature of such support to be reviewed and approved by the World Energy Council Finance Committee 14 months prior to the Congress.
- 5.12.3 The list of developing countries eligible for the Scheme and the specific details of how the Scheme will be applied will be mutually agreed by the Organiser and the Council's Finance Committee by no later than 14 months prior to the Congress.
- 5.12.4 The Organiser must provide clear information for Developing Country applicants on the criteria, types of support and application deadlines.
- 5.12.5 The Organiser must notify the successful Developing Country applicants at least six (6) months prior to the Congress, so that they can obtain the relevant travel permission and make travel arrangements.
- 5.12.6 The Organiser must identify a main contact person for the Developing Country Scheme and the Scheme's applications at least 12 months ahead of the Congress. It is strongly recommended that this person is French-speaking.
- 5.12.7 The Organiser may use the Scheme to support speakers to attend the Congress.

5.13 Future Energy Leaders' Package

- 5.13.1 The Organiser shall provide all elements required to deliver the Future Energy Leaders (FEL) Congress, as detailed below.
 - (a) The London Office leads the development of the FEL Congress programme with the support of the FEL Board, including the sessions and content programme, speaker invitations, organisation of working groups, pre-Congress briefings and communications with the FELs, and running the programme onsite.
 - (b) The Organiser shall nominate a person from the Organising Committee to act as FEL liaison no later than 12 months prior to the Congress. This person will be expected to be part of the FEL Congress project team, working closely with the Head of the FEL Programme from the London Office on the arrangements for the FEL Congress.
 - (c) The Organiser shall support the FEL Congress with on-site staff to host and deliver the FEL Congress, the details of the roles and responsibilities for these persons will be mutually agreed by the FEL Congress project team.

- (d) The Organiser shall provide free or deeply discounted registration fees for all FELs to attend the Congress, complimentary or highly subsidised accommodation for all FELs, and a FEL Welcome Reception and one FEL dinner during the Congress period.
- (e) The Organiser shall provide meeting rooms and equipment for the FEL Congress according to the needs specified in the Framework Document, including a dedicated conference space for 150 pax with breakout rooms, branding, basic AV and technician, and catering.

5.13.2 The plan for the FEL package must be reviewed and approved by the London Office.

5.13.3 The FEL Package or elements thereof may be sponsored, but prior to such sponsorship being offered, the details and offer must be agreed with the Council's Chief Operating Officer.

5.13.4 Permit the FELs to present their "FEL Declaration" at the Congress Closing Ceremony.

5.14 Accompanying Persons

5.14.1 The Organiser delivers a programme of activities for Accompanying Persons during the Congress week as well as a more limited programme during the Executive Assembly period.

5.14.2 The Congress registration for Accompanying Persons must include at a minimum the Opening Ceremony, the Welcome Reception(s), the Closing Ceremony, and the exhibition.

5.14.3 The structure of the Accompanying Persons' programme (types of activities, number of activities, etc.) is at the discretion of the Organisers, but should be discussed and agreed with the Council's London Office.

5.14.4 Accompanying Persons should be able to register for tours as part of the Congress/Executive Assembly registration process.

5.14.5 The cost of participating in tours and activities of the programme should be included in the accompanying persons' registration fee, but if necessary, a charge may be made for admission fees or tickets to attractions.

5.14.6 Transport should be provided to/from the planned activities, as part of the cost of any tour.

5.14.7 A dedicated hospitality desk should be provided in the Congress venue and in the headquarters hotel, possibly also in other Executive Assembly/Congress hotels, where accompanying persons can find information and book tours.

5.14.8 The Organiser should designate a person within the Organising Committee who is responsible for managing the Accompanying Persons' Programme and for liaising with the London Office.

5.15 Congress Publications

5.15.1 The Organiser is entitled to produce or sell the rights to produce collateral such as a daily newspaper and/or Congress publication (eg magazine/book) that contain advertising and advertorial content.

5.15.2 The editorial and advertorial content shall be collaboratively overseen between the Organiser and the London Office to ensure value to advertisers and to avoid any conflicts

with the interests of Council Partners. The Council reserves the right to require space in the publication to publish content, welcome messages and executive summaries of its content, and will work with the Organiser on the delivery timeline.

- 5.15.3 The Council reserves the right to have inserts and collateral distributed with the newspaper and/or Congress publication and will ensure these are agreed with the Organiser ahead of time.

5.16 Accommodation and Travel Requirements

- 5.16.1 The Organiser must ensure that block bookings of hotel rooms enable Delegates to book accommodation on the Congress website in advance of the Congress at special rates i.e. no more than publicly available rates.
- 5.16.2 The Organiser must have a clear cancellation policy for hotel rooms.
- 5.16.3 The Organiser shall cover the costs of business standard hotel accommodation for up to 400 room nights in total for the World Energy Council Chair and their accompanying person, World Energy Council Co-Chair and their accompanying person, World Energy Council Secretary General and their accompanying person, and the World Energy Council staff.
- 5.16.4 Accommodation for the World Energy Council Chair, Co-Chair and Secretary General and their respective accompanying person must be in a hotel suite at the headquarters hotel or at a hotel near the Congress venue.
- 5.16.5 World Energy Council staff and advisers should be housed in standard rooms at the same hotel as close as possible to the venue where the Congress will be held.
- 5.16.6 The Organiser shall reimburse to the Council the actual cost of, or by agreement organise, the most direct round-trip business class travel for the World Energy Council Chair, the World Energy Council Co-Chair, and the World Energy Council Secretary General and their accompanying persons from each of their respective home airports to the arrival airport.
- 5.16.7 The Organiser shall provide return ground airport transfers for the World Energy Council Chair, Co-Chair and Secretary General and their accompanying persons, and Council staff from the arrival airport to their hotel.
- 5.16.8 The Organiser shall provide private, chauffeur-driven cars for the World Energy Council Chair, Co-Chair and Secretary General for their exclusive use from the date of their arrival to the date of their departure.

5.17 Marketing and Sales

- 5.17.1 The Organiser shall, no later than 36 months prior to the Congress, provide the World Energy Council with a basic plan for how it will handle PR, marketing, sales (delegates, exhibition, sponsorship recruitment etc.), branding, website design and logistics, including what companies it is considering hiring to manage these elements.
- 5.17.2 The Organiser is responsible for the implementation of the sales and marketing plan either by appointing experienced staff within the organising committee or via an external consultancy. However, it must ensure that extensive experience and evidence of successfully delivering sales and marketing for major global events, including the development of advertising materials, achieving exhibition sales, sponsorship,

registrations, and advertising, is available together with adequate budget for delivery of the sales and marketing plan.

- 5.17.3 The Organiser shall undertake the appointment of any sales and marketing agency for sponsorship, marketing, or exhibition sales in consultation with the Council and such sales and marketing agency must be presented for approval by the Finance Committee at least 24 months ahead of the Congress.
- 5.17.4 The Organiser shall procure that sales and marketing materials are published in multiple major languages (generally, the official UN approved languages).
- 5.17.5 The Organiser shall engage with the Council's Member Committees (MCs) early in the sales and marketing process to promote the Congress and ensure that as many members attend the Congress as possible. The Organiser shall ensure that at regular intervals MCs receive a dedicated marketing toolkits, to include material such as brochures, a video and/or powerpoint presentation and other collateral, to use to bring their members to the Congress, with the first communications to be received no later than 18 months prior to the Congress.

5.18 Communications and PR

- 5.18.1 The Organiser shall undertake the appointment of the communications/public relations consultancy in consultation with the World Energy Council Senior Director of Digital and Platforms, the appointment of which must be approved by the Communications and Strategy Committee at least 36 months in advance of the Congress.
- 5.18.2 The Organiser, in consultation with the World Energy Council Senior Director of Digital and Platforms, is responsible for producing a Congress Communications Strategy which shall be presented to the Communications and Strategy Committee 30 months ahead of the Congress. The Strategy should target national, regional and international media and incorporate the strategy for digital and social media. It should be implemented at least 24 months ahead of the Congress.
- 5.18.3 The communications/public relations consultancy should also be responsible for the planning and management of the Congress media centre.
- 5.18.4 The Organiser shall comply with the Congress brand guidelines, Council brand guidelines, Council social media guidelines and any other communications guidelines in place including the approval process for publishing Congress content, messaging grids, speaker grids, and story arcs.
- 5.18.5 The Organiser must put into place an adequate budget to ensure that a global communications campaign can be delivered effectively and on schedule.

5.19 Website

- 5.19.1 The Organiser shall provide a professionally designed, robust, easy to use and simple to update website in order to market and promote the Congress, allow registration for all categories of Attendees, provide the destination information for all Attendees (eg hotels, visas, transport), and provide full information about the Congress Programme, exhibition, sponsorship, side events and media.
- 5.19.2 It is strongly recommended that the Organiser hire a professional web designer, but if this is not done, the Organiser must provide evidence to the Council that its website,

including the registration and hotel booking systems, will be or is being designed to meet the required criteria specified in clause 5.19.1.

- 5.19.3 The Organiser shall ensure that the website should be compliant with the hosting country's legal requirements, provides robust payment and GDPR compliant data protection systems, and that all codes validate to World Wide Web Consortium specifications.
- 5.19.4 The website address shall be "worldenergycongress[host country].org" or "worldenergycongress[host city].org".
- 5.19.5 The Organiser shall develop the design of the website in consultation with the World Energy Council's London Office and the Council's brand guidelines. The wireframes must be approved by the World Energy Council Senior Director of Digital & Platforms at least 30 months ahead of the Congress.
- 5.19.6 The Organiser's website shall allow for dynamic updating of the Congress Programme.
- 5.19.7 The website shall provide functionality to download the Congress Programme in pdf.
- 5.19.8 The Organiser shall ensure that Congress Programme updates regarding content and speakers shall be made at least weekly up to three months prior to the Congress, and then daily as the Congress Programme changes thereafter.
- 5.19.9 The administration of the domain name and content of the website shall be transferred to the Council by the Organiser within 30 days of the end of the Congress.
- 5.19.10 The Organiser shall enable Council Members to register for the Executive Assembly through the Congress website. Executive Assembly related web pages shall be designed by the Organiser, with the content to be provided by the London Office. The Executive Assembly website must be ready at least 14 months ahead of the Executive Assembly and at the end of the Congress, the website template must be delivered to the Council for use during future Executive Assemblies/Congresses.
- 5.19.11 The Organiser to transfer to the Council at the close of the Congress all relevant elements (structure, content, etc.) of the Congress and Executive Assembly website(s) to use for future Executive Assemblies and Congresses.

5.20 App

- 5.20.1 The Organiser shall procure a high quality event application that meets international standards and is certified by major app platforms (eg Apple, Android) no later than six months prior to the Congress.
- 5.20.2 The App shall offer native versions, dynamic updating, and the ability for all Delegates to view the Congress Programme, sessions, speakers, delegates, exhibition information and for Delegates to participate in interactive dynamic activities such as in-session polling, matchmaking and downloading of content.
- 5.20.3 The London Office shall provide precise requirements and specification on necessary functionality to the Organiser; the design, delivery and financing of the App are the responsibility of the Organiser.
- 5.20.4 The App back-end shall be accessible to the London Office no later than three months prior to the Congress to ensure real-time updating of the programme and speakers may take place prior to and during the Congress.

- 5.20.5 The App shall be launched two weeks prior to the first day off the Congress.
- 5.20.6 The Organiser shall nominate the person delegated to as project lead to manage the App delivery no later than nine months before the start of the Congress.
- 5.20.7 The App itself may be sponsored but shall in no way infer that the sponsor is associated with the content or programme sessions.

5.21 Venue and Room Requirements

- 5.21.1 The following provides a general overview of the minimum room numbers and room sizes for the Congress that are required simultaneously. Room sizes are indicated as theatre style capacity, however, the specific seating formats, production and staging requirements, AV, the number of sessions, and logistical requirements, will be confirmed according to the Schedule and Programme of the Congress. The London Office shall work with the Organiser to confirm these requirements and produce the first draft of requirements no later than 12 months prior to the Congress and the final draft no later than two months prior to the Congress.
- (a) Plenary Hall with minimum 3,500 pax capacity plus staging
 - (b) 7 x Session Rooms for between 300–500 pax each plus staging
 - (c) A mix of speaker seating on-stage, including executive, sofa, and stools
 - (d) 4 x Community event rooms for 200 pax plus staging
 - (e) 10 x A mix of meeting rooms and lounges (bilateral meeting rooms, staff and executive offices, VIP rooms, speaker briefing rooms) with capacity for between 10 and 50 pax
 - (f) Multiple sponsor, minister, and Side Event rooms, allocated on demand and according to the Sponsor package, Side Event Schedule, and Protocol
 - (g) 1 x Hosted VIP-only Lounge for speakers, ministers, Partners, and other VIPs with comfortable high-end furnishings and refreshments for 300 pax, with security
 - (h) 4 x Equipped Offices for the World Energy Council Chair, World Energy Council Co-Chair and World Energy Council Secretary General and World Energy Council Staff, including printing and copy facilities, refreshments, and soft furnishings for the Chairmanship and Secretary General
 - (i) Offices as required for the Organiser staff, exhibition manager, sponsorship manager, etc.
 - (j) Medical/first aid room
 - (k) Media centre and facilities to accommodate 1,000 international, national and local media representatives (approximately 1,000 sqm).
- 5.21.2 The following provides a general overview of the minimum room numbers and room sizes for the Executive Assembly that are required. Specific seating formats, production and staging requirements, AV, and logistical requirements will be confirmed according to the Schedule and Programme of the Executive Assembly. The London Office shall work with the Organiser to confirm these requirements and produce the first draft of requirements no later than nine months prior to the Congress and the final draft no later than two months prior to the Congress.

- (a) 1 x meeting room with capacity for 200 pax in classroom style and 200 observers' seats in theatre style plus staging
- (b) 1 x meeting room with capacity for 40 pax in "U" shape and 60 observers
- (c) 1 x meeting room with capacity for 150 pax in roundtable/ cabaret style plus staging
- (d) 1 x meeting room with capacity for 80 pax in roundtable/ cabaret style
- (e) 5-6 x meeting rooms with capacity for 10-40 pax in boardroom/ U shape
- (f) 4 x Equipped Offices for the World Energy Council Chair, World Energy Council Co-Chair and World Energy Council Secretary General and World Energy Council Staff, including printing and copy facilities, refreshments, and soft furnishings for the Chairmanship and Secretary General
- (g) 2 x meeting rooms for 10 pax for bilateral meetings

5.21.3 The Council Staff Offices and the Chairmanship and Secretary General Offices shall be available and equipped no later than three days prior to the start of Executive Assembly.

5.22 **Logistics**

5.22.1 The Organiser shall hire a professional conference or event organiser (PCO) with extensive demonstrable experience in handling large international events to manage and staff the logistics for the Congress, including venue arrangements, catering, registration, AV and technology, staging and production, transport, equipment, translation, accommodation and room blocks, signage and other logistical requirements.

5.22.2 The Organiser shall present its preferred PCO or shortlisted PCOs to the London Office for interview no later than three years prior to the Congress to ensure they have the necessary experience and knowledge before being contracted. The London Office shall seek independent references of satisfactory performance of the PCO prior to the appointment of the PCO.

5.22.3 The Organiser shall ensure the quantity and quality of on-site staff as appropriate for registration management, stage and room management, transport, protocol, set-up, directing delegates, security, badging, and AV management.

5.22.4 The Organiser shall advise the London Office of its appointed project lead for logistics and venue no later than 24 months before the Congress.

5.22.5 The Organiser shall provide adequate security planning, including personnel and security staff as required for the level of the event, protocol, and dignitary management etc.

5.22.6 The Organiser shall provide a first logistics and venue project plan in collaboration with the London Office no later than 24 months prior to the start of the Congress and shall communicate updates on the project plan on a monthly basis.

5.22.7 The Organiser, following input from the London Office, shall produce floor plans, rooming schedules, renders of room layouts, staging, stage backdrops, venue branding and signage for review by the London Office to ensure consistency with the Congress brand and practice.

5.22.8 The Organiser shall ensure appropriate arrangements are in place in case of medical emergency of Attendees or staff, including a first-aid room and a nearby medical centre or hospital.

- 5.22.9 The Organiser shall provide adequate venue signage throughout the venue and outside meeting areas to enable Attendees to be easily directed, the branding of which is to be in line with Congress and Council brand guidelines. Renders to be provided to the London Office 4 months in advance of the Congress.
- 5.22.10 The Organiser shall produce the delegate badges according to the specification, brand and access levels provided by the Council, with the final versions to be presented for approval by the London Office no later than four months prior to the Congress.
- 5.22.11 The badges may not contain any other logo whatsoever, e.g., sponsors, without the express written authorisation of the Council.
- 5.22.12 The London office will work with the hosts to prepare either a suitable adaptation of the delegate badge or separate badges to identify WELS/ministerial delegates and VIPs.
- 5.22.13 The Organiser shall produce the country and name plates for Congress and the Executive Assembly meetings to the specification and list provided. The Council shall instruct if these should be in digital form.
- 5.22.14 The Organiser shall support the customs clearance and storage of any materials sent from the London Office to the Congress venue for the Congress.
- 5.22.15 The Organiser shall provide a regular shuttle bus service for Delegates from the airport to the Congress hotels and between the Congress venue, official Congress hotels, and any official side and social events throughout the event period, in sufficient quantities and at suitable times that align with the Congress scheduling.

5.23 Audio Visual and Technical Requirements

- 5.23.1 The Organiser shall provide audio visual equipment, technicians and production to the quality and specification required for the Congress and Executive Assembly including staging, lighting, single and dual projection, comfort monitors, speakers, including a range of conference, lapel and roving microphones, sound system and mixers, radios, and LCD screens as required by the Congress Programme.
- 5.23.2 The Council shall provide the Organiser with a specific Council contact for all logistics and ensure the first draft specification for AV is agreed with the Organiser no later than 12 months prior to the Congress and the final draft due two months prior to the Congress.
- 5.23.3 The Organiser shall appoint an individual to liaise with the Council on AV no later than 14 months prior to the Congress.
- 5.23.4 The Organiser shall procure free dedicated high-speed internet of minimum 1500 Mb/s and Wi-Fi connectivity for all Attendees throughout the Congress venue with sufficient capacity to stream high quality live video, live polling, simultaneous translation if used, and exhibitor technology.
- 5.23.5 The Organiser shall ensure dedicated secure Wi-Fi connections for the Council Staff.
- 5.23.6 The Organiser shall ensure that simultaneous interpretation into the official UN languages is provided for all plenary sessions, the Opening and Closing Ceremonies, and the CEO and Ministerial Roundtables. Other languages may be required dependent on the speakers confirmed in those sessions.
- 5.23.7 The Organiser shall ensure that simultaneous interpretation is provided to English, the local language, and any language required by speakers for other non-plenary sessions.

The London Office shall provide the interpretation schedule at least two months prior to the Congress.

- 5.23.8 IT Requirements include laptops for presentations at all meetings (including Officers Council meeting and Finance Committee meeting).
- 5.23.9 The Organiser shall equip the Council Staff Office with two high speed printers with at least one as a colour printer and copy paper.
- 5.23.10 The Organiser shall equip the Executive Offices (Chairmanship and Secretary General) with convenient access to a printer and paper (may be shared).
- 5.23.11 The Organiser shall ensure that a “stand-by” booth is available in the plenary room and ideally in other session rooms for any last-minute translation requests in languages other than those provided.

5.24 Food and Beverage Requirements

- 5.24.1 The following are the minimum food and beverage requirements for the Congress:
 - (a) Registration and coffee breaks in convenient locations during Congress for all Delegates, including FELs and media, in the Congress session area
 - (b) Hot lunches for all Delegates each day of the Congress with water, soft drinks, juices and coffee/tea (may be buffet)
 - (c) Water in all session rooms for speakers, interpreters and Delegates, and available throughout the Congress venue at all times
 - (d) VIP lunch buffet, with water, soft drinks, juices, coffee/tea for speakers, in the VIP lounge or alternative VIP lunch locations
 - (e) Seated plated lunches for the community events of the Trilemma Ministerial Roundtable and the CEO Roundtable
 - (f) Food (eg canapés) and beverage (wine, beer, soft drinks) at the Congress Welcome Reception
 - (g) Tea, coffee, soft drinks, juices, light snacks, sandwich lunches for the Council staff office each day
 - (h) Tea, coffee, soft drinks, juices, light snacks, in the executive offices (Chairmanship and Secretary General) and in the speaker briefing rooms
 - (i) The Congress venue must have food and beverage outlets and options for all Attendees outside of the Delegate catering, including for visitors and exhibitors
- 5.24.2 The following are the minimum food and beverage requirements for the Executive Assembly:
 - (a) Hot lunches for 300 pax with water, soft drinks, juices and coffee/tea (may be buffet)
 - (b) Registration and coffee breaks for participants
 - (c) Welcome Reception for circa 300 pax (may be sponsored)
 - (d) Tea, coffee, soft drinks, juices, light snacks, sandwich lunches for the Council staff office each day

- (e) Tea, coffee, soft drinks, juices, light snacks, in the executive offices (Chairmanship and Secretary General)

5.25 Press and Media Facilities

- 5.25.1 The Organiser shall provide a media centre suitable for local, national and international media, staffed with experienced PR professionals located in close proximity to the main Congress Programme sessions, as well as a specific broadcast space.
- 5.25.2 The World Energy Council's London office and the Chair of the Communications and Strategy Committee must review the general provisions for media, including, the specific details of the media centre facilities, plans for media briefings, news conferences, interviews and other media-related arrangements.
- 5.25.3 The World Energy Council Senior Director of Digital and Platforms handles the day-to-day planning and preparation for media in collaboration with the Organiser's staff person and PR agency responsible for press and media.
- 5.25.4 The scheduling of press conferences and interviews during the Congress is jointly agreed by the Organiser and the World Energy Council Senior Director of Digital & Platforms.
- 5.25.5 An initial press conference on or before the first day of the Congress may be held so that the World Energy Council's Congress Statement may be released to the press.
- 5.25.6 In consultation with the World Energy Council Senior Director of Digital & Platforms, the Organiser may appoint one or more Media Partners. Any Media Partner and the privileges granted to such partners must be approved by the Communications and Strategy Committee.
- 5.25.7 As part of any Media Partner benefits, the Organiser is encouraged to secure internationally recognised anchors to be used as moderators by the Content Programme.
- 5.25.8 The Organiser shall ensure that broadcast media are given reasonable access to session footage and audio feeds via the Congress Media centre.
- 5.25.9 Media are welcome in all Congress sessions but the Organiser shall ensure that they are not allowed in any Executive Assembly sessions or in the Community Roundtables.
- 5.25.10 The Organiser shall arrange for live streaming of sessions, with framework of access to streamed sessions and other details to be agreed with the Council at least six months ahead of the Congress.

5.26 Side Events

- 5.26.1 The Organiser may, in consultation with the Council, invite other organisations or associations to hold side events. The time and date of any side events must be by agreement of the Council and in line with the Congress brand guidelines to avoid unintended conflicts and competition with the Congress Programme and to maximise the potential for synergies and complementarity with the Congress and themes thereof.
- 5.26.2 The Organiser shall manage any side event requirements directly and may charge the organisation or association for the facilities as required.
- 5.26.3 Such Side Events must be considered to be held under the aegis of the Congress and may not be positioned as being higher or sponsoring the Congress.

5.27 VIP Management

- 5.27.1 VIPs are defined as heads of state, ministers, headline speakers, the Council Officers, and other recognised leaders. The final list of such VIPs will be mutually agreed between the Council and the Organiser.
- 5.27.2 The Organiser shall provide to the Council for review and approval at least 16 months ahead of the Congress, its VIP handling plan including visas and protocol, airport welcome arrangements, hotel transfers, VIP lounge at the venue, special security measures and arrangements for entourage/assistants, and the seating arrangements for the Opening and Closing Ceremonies; the Council reserves the right to approve or adjust such arrangements, based on its past experience with managing VIPs at Congresses.
- 5.27.3 The Organiser shall appoint at least one person to be the head of VIP management at least 12 months ahead of the Congress. This person will act as a contact point on the Organiser's side for logistical questions from VIPs about their participation. The VIP manager will be responsible for liaising with the London Office to ensure all VIP arrangements are in place for speakers, Council Officers and Council Partners.
- 5.27.4 A special registration and hotel booking process may be required for VIPs. The London Office will work with the Organiser to determine the best system for supporting VIPs.
- 5.27.5 The Organiser must provide sufficient staff onsite to support and assist the VIPs.

5.28 Participant Data and Data Protection

- 5.28.1 The Organiser acknowledges the Council as the data controller and that the Organiser acts as a data processor on behalf of the Council. In collecting and processing personal data of participants on behalf of the Council, the Organiser shall comply with the data protection requirements set out by the Council, GDPR, and any data protection regime in force with which the Council must comply from time to time.
- 5.28.2 The Organiser's data collection and processing on behalf of the World Energy Council are limited to those needed to deliver the essential services of Congress participation such as essential communications regarding their Congress participation, registration, payment, accommodation, visa support, dietary needs, and App provision.
- 5.28.3 The Organiser shall ensure that all suppliers and sub-contractors that have or require access to Congress participant data, such as registration services, PCO, accommodation, and badging, have GDPR compliant systems and processes to ensure data security, compliance, subject access and preference changes of subjects at any time.
- 5.28.4 The Organiser shall not release any Congress participant data to third parties including but not limited to Sponsors, Exhibitors, Side Event holders, except where participants have expressly opted-in for such data through the registration process. Such opt-in terms are to be reviewed and approved by the London Office.
- 5.28.5 The Organiser shall not use participant data for the purposes of marketing on behalf of third parties except where participants have expressly opted-in for such communications in the registration process. Such opt-in terms are to be reviewed and approved by the London Office.
- 5.28.6 The Organiser shall provide the Council with the registration list in a secure excel format containing registration data of individual Congress Attendees (including Delegates, Visitors, Speakers, Sponsors, and VIPs) by country including title, name, position, organisation, registration category, email, phone, address, member status, speaker

status, whether paid or complimentary. Such data to be provided to the Council on a fortnightly basis from six months to three months before the Congress and at least weekly from three months prior to and until the Congress.

- 5.28.7 The Organiser shall ensure that the final list of all Congress Attendees, including paying and waived Delegates, Sponsors, Exhibitors, Accompanying Persons, Developing Countries' Scheme representatives, Future Energy Leaders and any other participants not listed here, is provided to the Council by no later than 30 days after the final day of the Congress.

5.29 Photography, videos, note-taking and scribing

- 5.29.1 A complete record of the Congress is required from the Organiser by the Council for purposes of capitalising on the Congress outcomes and visibility. Therefore, at least six (6) months ahead of time, a plan shall be developed by the Organiser in consultation with the Council's Communications Department for ensuring high quality photography together with audio and video recording across the Congress Programme and Schedule (sessions, exhibition, social events, FEL Congress).
- 5.29.2 All video and audio recordings must be in English or include an English translation.
- 5.29.3 The Organiser shall ensure that the audio feed, translated into English, from the sessions where speakers do not speak in English, is provided to World Energy Council within two weeks after the Congress.
- 5.29.4 The Organiser shall provide the daily video footage and photography of each day to the Council at the end of each day.
- 5.29.5 The Organiser shall produce a short highlights video at the end of each day for the purposes of social media summarising the key highlights.
- 5.29.6 The Organiser shall provide digital or manual visual scribes for all sessions of the public Congress programme, with the digital outputs of the scribes to be supplied to the Council no later than one week after the conclusion of the Congress.
- 5.29.7 A daily themed video of approximately three minutes is used to introduce each day of the Congress. The content of the videos is drawn from the Congress Statement and themes as developed by the Council with input from the Organiser.
- 5.29.8 The Organiser shall finance the production of the daily themed video and appoint the producer of the video no later than three months prior to the Congress. The producer and Organiser shall work with the Senior Director of Digital and Platforms to deliver the daily videos no later than 21 days before the Congress.

5.30 Insurance, Security and Medical

- 5.30.1 The Organiser shall ensure that adequate and appropriate arrangements satisfactory to the Council are made for all appropriate insurances, including event cancellation, liability and personal damages or injury to cover the Organiser and for all delegates and Congress personnel.
- 5.30.2 The Organiser may be required to present to the Council Board a certificate showing it has appropriate levels and types of insurance satisfactory to the Council for the Congress.
- 5.30.3 The Organiser shall put in place all security arrangements suitable to ensure the safety of all Attendees, particularly for high-level executives and government officials.

- 5.30.4 The Organiser shall present to the World Energy Council Board at least 12 months ahead of the Congress a security plan for the overall Congress, which must include at a minimum the arrangements covering threat intelligence, IT security, physical security, emergency services, incident management, venue access, business continuity management, and emergency procedures. The plan must also cover the provisions in place in relation to VIPs, dignitaries and high-level participants.
- 5.30.5 The Organiser shall present to the Council a main contact in charge of overall security for the Congress at least 12 months prior to the Congress.
- 5.30.6 The Council reserves the right to request a confidential written security assessment through a mutually agreed, neutral third-party security company, which the Organiser must cooperate and finance, which must be shared with the Council's Board.
- 5.30.7 The Organiser must ensure the onsite availability of emergency medical treatment that may be required by the Attendees and advice for Attendees as to where they may obtain non-emergency medical treatment near the Congress venue.

5.31 Post-Congress Requirements

- 5.31.1 The Organiser must provide to the Council within two months of the conclusion of the Congress a report detailing the following:
 - (a) Final attendance of all participants including title, name, position, organisation, registration category, email, phone, country, address, member status, speaker status, whether paid or complimentary, and breakdown of session attendance based on data from on-site badge scanning;
 - (b) Final financial results, including the breakdown of all income and expenditures by category;
 - (c) Logistics summary (number of sessions, rooms, speakers, hotel rooms booked, side events held, social events held, number of shuttle buses);
 - (d) Exhibitor summary (number, name, and contact details of exhibitors, amount of space sold, number of stands sold, comped stands, exhibitor by sector, company or organisation type, country and region);
 - (e) Sponsor summary (details of sponsor packages and levels, number, name and contact details of sponsors, number of local versus international sponsors, in-kind versus paying sponsors, sponsor representatives attending the Congress; total sponsor revenue)
 - (f) List of official partners and what they provided, e.g., media coverage, advertising, app, audit or financial services
 - (g) Side events summary (number and name of side event holders, type of event, amounts paid)
 - (h) Copies of contracts with international media partners
 - (i) Marketing summary (general marketing plan, what worked, issues and challenges)
 - (j) Summary of media (description of media centre and facilities, number of media attending, media outlets represented, number of articles and mentions in local and international media, number of interview pre-Congress, onsite and post-Congress, and social media coverage and analysis)

5.32 Documentation and Records

- 5.32.1 All marketing, delegate, exhibitor and media databases or lists; presented and submitted papers; addresses, presentations and speeches; proceedings and audio or video records of the Congress and Executive Assembly; and all other materials from the Congress, whether printed, electronic, video, photographic or film formats (“the Congress Works”) are the property of World Energy Council, and the Intellectual Property Rights in the Congress Works shall be held by World Energy Council.
- 5.32.2 If any Intellectual Property Rights in the Congress Works vest in the Organiser, the Organiser hereby agrees to assign any Intellectual Property Rights it may have in the Congress Works to the World Energy Council.
- 5.32.3 The Organiser agrees to transfer to the World Energy Council within 30 days after the conclusion of the Congress all Congress Works.

6. **COUNCIL DELIVERABLES**

6.1 General Undertaking

In connection with the Congress and to the extent the Council considers it necessary to promote the success of the Congress, the Council undertakes to the Organiser to perform its commitments as outlined in the terms of this clause 6.

6.2 Programme and production

- 6.2.1 The London Office shall have oversight of the Congress Programme, drawing on the work programme, flagships and insights of the Council and shall lead the development and research for the Congress content, session structures and topics seeking input from the Organiser, in particular through the Organiser secondees
- 6.2.2 The London Office shall work closely with the Organiser to develop a proposed Congress theme for approval by the World Energy Council Board and for presentation to the World Energy Council Communications and Strategy Committee for approval approximately 36 months ahead of the Congress dates
- 6.2.3 The London Office shall actively seek input on Congress Programme and session themes and suggested speakers from the Organiser to ensure regional relevance in the public programme
- 6.2.4 The London Office shall secure and manage speakers and moderators for all components of the Congress programme, with all invitations to be centrally managed and authorised by the London Office and in line with the Congress Programme diversity and content guidelines of the Council
- 6.2.5 The London Office shall manage the advance briefing of speakers and manage the speakers on-site
- 6.2.6 The London Office shall brief the Congress Master of Ceremonies to be procured by the Organiser regarding the Congress Programme and themes
- 6.2.7 The London Office shall work with the Organiser to agree the invitation process for ministers, VIPs, CEOs, sponsors, and other key energy leaders from its global network, consulting with the Organiser and Host government on the wording of draft invitations as required and seeking input from the Organiser on potential speakers

- 6.2.8 The London Office shall liaise with the Organiser to provide the specifications on the production requirements including staging, AV and technical requirements, branding, app functionality, room layouts, and shall provide a dedicated contact for liaison
- 6.2.9 The London Office shall ensure that the Organiser is regularly updated on the progress of the programme development, including the track themes, and invited to contribute feedback and input
- 6.2.10 The London Office shall produce the programme copy and speaker biographies
- 6.2.11 The London Office shall collaborate and consult with the Host on the potential for side events and shall not unreasonably withhold its approval for side events
- 6.2.12 The Council shall make available to the Organiser, copies either hard copies or electronic, of outcomes and results of the Council's work programme for distribution to Congress delegates at the Congress

6.3 Planning, operations and logistical input

- 6.3.1 The Council shall offer advice on planning, communication, operational, logistical and organisational aspects of the Congress as mutually agreed between the Council and the Organiser
- 6.3.2 The London Office shall provide advice and feedback to the Organiser on venue suitability for the Congress and social events expertise and advice from a Council senior staff member and/or its designated professional conference organiser in the form of up to two site visits a year in the three years leading up to the Congress. The schedule of the site visits will be mutually agreed between the Organiser and the London Office.
- 6.3.3 The London Office shall provide details of the standards and logistical requirements for the Congress, and at the direction of the Organiser, to any of the Organiser's appointed subcontractors, on venue requirements, catering, accommodation, hosting, branding, signage, transport, VIP management, providing guidance on event management and production
- 6.3.4 The London Office shall review and approve the session rooms and the room set-ups before they are confirmed with the venue providing 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
- 6.3.5 The London Office shall offer its advice on any technology solutions for the purposes of delegate registration, programme and event management to be implemented by the Organiser
- 6.3.6 The London Office shall organise and coordinate regular event project team meetings with the Host and provide virtual conference and collaborative platforms to facilitate
- 6.3.7 The London Office shall ensure adequate Council staff on-site to support coordination of sessions and speaker management
- 6.3.8 The London Office shall provide the standard template design for delegate badges to the Host or appointed sub-contractor four months in advance of the event

6.4 Marketing and Promotional Support

- 6.4.1 The Council, in order to facilitate the holding of the Congress and its associated marketing, grants the Organiser the opportunity to use certain information from the member

database; access to the Council member network; and use of the Council website for promotion and marketing of the Congress. In addition, the Council undertakes to provide direct assistance with marketing and promotion of the Congress; preparation of the Congress programme content, speakers and other relevant elements; and advice and support of the London Office and other Council bodies with regard to the Congress.

- 6.4.2 The London Office shall provide the contact details of Member Committees to the Organiser to enable registration validation and promotion of the Congress
- 6.4.3 The Council shall offer assistance in recruiting World Energy Council Partners to become Congress sponsors and general assistance with recruiting other Congress sponsors
- 6.4.4 The London Office shall arrange bilateral meetings between sponsors and Council Partners at the request of the Organiser or the sponsor to take place during the Congress
- 6.4.5 The Council shall offer its channels to its networks and communities to the Organiser to promote the Congress as appropriate, including providing updates to Member Committees via email and its website, newsletters, social media and other channels
- 6.4.6 The London Office shall ensure that the Organiser is advised of the Council's annual calendar of public and community events taking place internationally and regionally so that the Organiser may attend and distribute materials promoting the Congress
- 6.4.7 In collaboration with the Organiser's appointed person responsible for media, the Council's Senior Director of Digital and Platforms shall provide media advice to the Organiser and its appointed PR agency, facilitate media interaction, and the production and distribution of press releases and op-eds to promote the Congress
- 6.4.8 The London Office shall offer advice to the Organiser as requested in planning the financial aspects of the Congress, particularly as they relate to the financial goals outlined in this Contract
- 6.4.9 The Council agrees to provide access to the contact details for its Member Committees and other individuals and organisations listed in its member database insofar as possible under UK privacy and data protection laws and regulations and insofar as these individuals and/or companies have agreed for their details to be made available to third parties. Release of this information is solely to assist the Organiser in marketing and promoting the Congress. The Organiser may not copy or reproduce this information and agrees not to sell, rent, give or otherwise make use of or divulge any information in the member database to third parties without the Council's express written permission.

6.5 Community Events

- 6.5.1 The London Office shall set the limit on the number and criteria of attendees who are permitted to attend the Community events including the Trilemma Ministerial Roundtable and the CEO Roundtable according to its existing policies
- 6.5.2 The London Office shall exercise its authority to accept alternate delegates who do not fall into the categories listed in the Target Audience for community events

7. USE OF COUNCIL AND CONGRESS TRADE MARK, LOGO, BRAND NAME AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Council is the holder of the Intellectual Property Rights in the World Energy Council Works and World Energy Congress Works (collectively the "Works")

- 7.2 Under this Contract, the Council grants to the Organiser a non-exclusive licence to use the Intellectual Property Rights in the World Energy Council Works for the Congress, subject to the terms of this Clause.
- 7.3 All rights in and to the Intellectual Property Rights in the World Energy Council Works and to the reputation and goodwill associated with the Intellectual Property Rights in the World Energy Council Works, including any reputation and goodwill that may accrue as a result of the Organiser's use of the Intellectual Property Rights in the World Energy Council Works, are reserved to and shall belong absolutely to the Council. The Organiser agrees to execute such documents and do such other things as the Council may reasonably request from time to time, including after termination of the licence, to confirm any such rights to the Council.
- 7.4 No rights or licences are conferred on the Organiser pursuant to this Contract except those expressly set out in this Clause, and none shall survive termination of this Contract howsoever caused.
- 7.5 The Organiser may not assign to any third party the right to use the World Energy Council Works for any purpose whatsoever without specific, written authorisation of the Council's Board.
- 7.6 The Organiser shall indemnify and keep the Council fully and effectively indemnified from and against all claims, liabilities, loss, damage, costs and expenses (including legal fees) suffered or incurred in connection with the use by the Organiser of the Intellectual Property Rights in the World Energy Council Works, if and to the extent resulting from negligence, wilful misconduct, or illegal act of the Organiser.
- 7.7 The Organiser shall promptly inform the Council of any suspected unauthorised use of the Intellectual Property Rights in the World Energy Council Works of which it becomes aware, and shall provide the Council with such documents, information and assistance as it can in relation thereto.
- 7.8 The place and manner in which any of the World Energy Council Works are used shall require the prior written approval of the Council and, in determining whether to give such approval, the Council may require such samples, mock ups or other information or documentation as is reasonable to afford an accurate impression of how the World Energy Council Works will appear in the relevant use.
- 7.9 The Council gives no warranty and makes no representation in or pursuant to this licence that the use of the Intellectual Property Rights in the World Energy Council Works does not or will not infringe the rights of others.
- 7.10 The licence referred to in clause 7.2 shall commence on the date of this Contract and continue for a period of two months after the end of the Congress, unless terminated earlier pursuant to the following provisions of this clause 7.
- 7.11 The Council may terminate the licence by notice with immediate effect if the Organiser:
- 7.11.1 commits any material breach of this clause 7 not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Council to the Organiser to do so; or
 - 7.11.2 becomes insolvent, ceases to carry on its business, has a receiver, liquidator, administrative receiver, administrator, trustee or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of the Organiser or if an administration order is made in respect of the Organiser (or documents for the appointment of an administrator in respect of the Organiser are filed with any court) or if it makes an arrangement or assignment for the benefit of its creditors or if any analogous event to any of the foregoing occurs in respect of the Organiser.

7.12 The Organiser undertakes to the Council that, save as expressly permitted by this clause 7, it will not make any use anywhere in the world of the Intellectual Property Rights in World Energy Council Works. In particular, upon termination of the licence in this clause 7 for any reason, the Organiser shall cease forthwith to make any use of the Intellectual Property Rights in the World Energy Council Works.

8. CONGRESS LOGO AND IDENTITY

8.1 Consistent with the Council's ownership of the Congress and to avoid brand confusion, there shall be a single, consistent logo for every Congress. The only change to the standard Congress logo will be the addition of the theme, city and dates of the Congress.

8.2 The use of the acronym "WEC" is not permitted. The terms which must be used on all Congress materials are "World Energy Council" or "the Council" and the "World Energy Congress".

8.3 The World Energy Council Communications Department in London shall be responsible for approving development, design and implementation of the Congress logo and shall also ensure that the Congress and Council brand guidelines are available once this Contract is signed so that the Organiser may use the logo in marketing and promoting the Congress.

8.4 The Organiser shall ensure that all Congress branding, including the backdrops for the Congress sessions, signage, local posters/banners, marketing materials, the printed programme and all other collateral related to the Congress, are reviewed and approved by the Council's London office before being printed, displayed or released.

8.5 No logo, brand or trade name other than the Congress logo may be used to promote, advertise, market, publicise or introduce the Congress in any manner whatsoever without specific, written permission from the Council's Board.

8.6 If third party requests come to the Organiser to use the World Energy Council name and/or Congress logo for any purpose whatsoever, these must be forwarded to the World Energy Council Secretary General for subsequent review and approval by the World Energy Council Finance Committee.

8.7 The Council's Board is responsible for monitoring proper use of the Council's brand and logo but has delegated final authority for approval of the Congress logo/corporate identity to the Council's Communications and Strategy Committee.

9. REVIEW AND APPROVAL PROCESS

9.1 Before the dates for the 2025 Congress are set, the Organiser shall conduct a thorough review of major global events, including large energy-related conferences, UN, IFC/World Bank and similar types of events and religious or international events, so as to set dates which do not conflict with such events and thus reduce the total number of Attendees. When presenting the proposed Congress dates to the Council, the Organiser must show evidence of this review of dates and that the proposed dates are non-conflicting.

9.2 The Organiser shall agree to the World Energy Council process and timeline for review and approval of the following below-listed elements and other elements listed as requiring approval in this Contract unless otherwise agreed in writing by both parties. Where any approval is required under this Contract from the Council, the London Office or any other division, section, committee or representative of the Council, that approval will not be effective unless in writing and signed by the World Energy Council Secretary General or, in his/her absence, the Council's Chief Operating Officer for the time being on the Council's behalf.

10. ASSIGNMENT

10.1 The Organiser shall not, without the prior written consent of the World Energy Council, assign, transfer, mortgage, charge, declare a trust of or deal in any manner with this Contract or any of its rights and obligations under or arising out of this Contract (or any document referred to in it), or purport to do any of the same. The Organiser shall not without the prior written consent of the World Energy Council sub-contract or delegate in any manner any or all of its material obligations under this Contract to any third party or agent.

11. TERMINATION AND CANCELLATION

11.1 If any of the following events occurs, the Council may cancel the Congress and/or the Executive Assembly by notice in writing to the Organiser:

11.1.1 the political or security situation in the country of the Congress, the region or the world as a whole is such that, in the opinion of the World Energy Council Board, it would not be reasonable for the Council or the Organiser to expect individuals, business entities or government ministries or agencies to attend or be represented at a high level international conference of senior figures connected with the energy sector in the host city.

11.1.2 there are multiple material breaches of the contract as per Clause 11.2.

11.2 The Council may terminate this Contract by notice in writing to the Organiser in any of the circumstances set out in the following sub-clauses of this clause 11.2:

11.2.1 The Organiser fails to pay any sums due within 30 Days of the later of the due date for payment and the date of the Council's written demand for such sum.

11.2.2 The Organiser is in material breach of any of the following provisions of this agreement:

(a) clause 3 – breach of the Warranties;

(b) clause 5.4 – concerning government support for the Organiser; or

(c) clause 5.30 – concerning the Organiser's insurance arrangements;

(d) the Council notifies the Organiser of a material breach of this Contract by the Organiser which is in its opinion capable of remedy and calls up the Organiser to remedy such breach with 30 days of such notice and the Organiser fails to remedy such breach within such 30 day period;

(e) the Organiser is in material breach of this Contract and, in the opinion of the Council, such breach is not capable of remedy;

(f) irremediable breach;

(g) remediable breach not remedied after notice of breach.

11.3 A cancellation notice under clause 11.1 will also serve to terminate this Contract. Such termination shall take effect upon service of such cancellation notice.

11.4 Upon termination of this Contract under this clause 11 or under clause 7, the parties shall cease to have any further obligations or rights under this Contract save in respect of any breach of this Contract prior to such termination.

12. INDEMNIFICATION FORCE MAJEURE

12.1 At all times in performing this Contract:

- 12.1.1 Each of the parties shall act as principal with the understanding that sub-contract service providers may be contracted by the Organiser for the purpose of meeting the Organiser's obligations in relation to the Congress and/or the Executive Assembly but always under the general supervision of the Organiser (which shall be responsible for all acts and omissions of any such sub-Contract service providers) the Congress and Executive Assembly;
- 12.1.2 Neither party shall pledge the credit of the other party; and
- 12.1.3 Each of the parties shall act in a lawful manner according to any applicable law.
- 12.2 The Organiser 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 any breach by the Organiser or any of its employees or subcontractors or any of the Organiser's obligations under this Contract.
- 12.3 The Council shall indemnify, hold and save harmless and defend at its own expense, the Organiser, its officers, agents, servants and employees against all suits, claims, demands and liability of any nature or kind, arising from any breach by the Council its employees or sub-contractors under this Contract.
- 12.4 Each party hereby expressly agrees with the other party that in the case of any Force Majeure events that prevent, in whole or in part, the performance by a party of its obligations under this Contract; that party shall have no responsibility towards the other party with respect to said non-performance of the Congress or the Executive Assembly. For these purposes 'Force Majeure' includes, 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 of or prevent such performance. Force Majeure does not include changes in political circumstances, the impact of economic downturn or financial hardship of a party.
- 12.5 Nothing in this Contract 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.
- 12.6 The Organiser hereby irrevocably submits to the jurisdiction of the English courts and any relevant arbitral tribunal, and any other courts in which any judgment of any English court or award rendered by an arbitral tribunal constituted pursuant to this Contract may be enforced, and for such purposes irrevocably waives any right of sovereign immunity that it may have whether before the English courts or arbitral tribunal or otherwise from suit and/or jurisdiction and/or adjudication, including but in no way limited to waiving any right of sovereign immunity as to it and any of its property, regardless of the commercial or non-commercial nature of this property. Such property includes any bank account belonging to the Organiser whether held in the name of a diplomatic mission or otherwise. The waiver extends to property, including bank accounts, belonging to the Organiser's central bank or other monetary authority. For the avoidance of doubt, the irrevocable waiver in this clause includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any judgment or arbitral award

13. ENTIRE AGREEMENT

This Contract, including the schedules, constitutes the entire agreement between the parties and supersedes and replaces all prior discussions and negotiations between the World Energy Council and the Organiser.

14. GOVERNING LAW AND JURISDICTION

- 14.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (the “Rules”), which Rules are deemed to be incorporated by reference into this clause.
- 14.2 The number of arbitrators shall be one.
- 14.3 The seat of arbitration shall be London.
- 14.4 The language to be used in the arbitral proceedings shall be English.
- 14.5 The governing law of the contract shall be the substantive law of England and Wales.
- 14.6 The Organiser irrevocably appoints [name of designated representative in the UK] as its agent to receive on its behalf in England or Wales service of any proceedings under or in connection with this Contract.
- 14.7 The Guarantor irrevocably appoints [name of designated representative in the UK] as its agent to receive on its behalf in England or Wales service of any proceedings under or in connection with this Contract.

15. GUARANTEE *[NOTE: for use where there is a Guarantor separate from the Organiser]*

- 15.1 In consideration of the Council entering into this agreement, the [Guarantor] guarantees to the Council and its successors, transferees and assigns, the due and punctual payment to the Council on demand of all or any of the Guaranteed Obligations.
- 15.2 The Guarantor, as a separate and independent obligation and liability from its obligations and liabilities under clause 15.1, agrees to indemnify, and keep indemnified, the Council in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the Council arising out of, or in connection with, any failure of the Organiser to perform or discharge the Guaranteed Obligations.
- 15.3 The guarantee in this clause 15 is and shall at all times be a continuing security and shall cover the ultimate balance of all monies payable under this agreement, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations.
- 15.4 The liability of the Guarantor under the guarantee in this clause 15 shall not be reduced, discharged or otherwise adversely affected by any act, omission, matter or thing which would have discharged or affected the liability of the Guarantor or by anything done or omitted by any person which, but for this provision, might operate or exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this guarantee.
- 15.5 The Guarantor waives any right it may have to require the Council (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this clause 15.
- 15.6 The Guarantor shall on a full indemnity basis pay to the Council on demand, the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on those costs and expenses) which the Council incurs in connection with:
 - 15.6.1 the preservation, or exercise and enforcement, of any rights under or in connection with the guarantee in this clause 15 or any attempt so to do, and
 - 15.6.2 any discharge or release of the guarantee in this clause 15.

- 15.7 Until all amounts which may be or become payable by the Organiser to the Council under or in connection with this Contract have been irrevocably paid in full, and unless the Council otherwise directs in writing, the Guarantor shall not exercise any security or other rights which it may have by reason of performance by it of its obligations under this clause 15, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.
- 15.8 The guarantee in this clause 15 shall be in addition to and independent of all other security which the Council may hold from time to time in respect of the discharge and performance by the Organiser of the Guaranteed Obligations.
- 15.9 The Guarantor hereby irrevocably submits to the jurisdiction of the English courts and any relevant arbitral tribunal, and any other courts in which any judgment of any English court or award rendered by an arbitral tribunal constituted pursuant to this Contract may be enforced, and for such purposes irrevocably waives any right of sovereign immunity that it may have whether before the English courts or arbitral tribunal or otherwise from suit and/or jurisdiction and/or adjudication, including but in no way limited to waiving any right of sovereign immunity as to it and any of its property, regardless of the commercial or non-commercial nature of this property. Such property includes any bank account belonging to the Guarantor whether held in the name of a diplomatic mission or otherwise. The waiver extends to property, including bank accounts, belonging to the Guarantor's central bank or other monetary authority. For the avoidance of doubt, the irrevocable waiver in this clause includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any judgment or arbitral award.

16. LIMITATION OF COUNCIL'S LIABILITY

- 16.1 The Council's liability under or in connection with this Contract shall be limited in aggregate to the aggregate of all sums paid to the Council by the Organiser under this Contract (excluding any sums paid in reimbursement of costs incurred by the Council). This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort including, without limitation, the tort of negligence) or arising by breach of statutory duty Provided that this clause 16 shall not exclude or limit the Council's liability for:
- 16.1.1 death or personal injury caused by the Council's negligence; or
 - 16.1.2 fraud or fraudulent misrepresentation.

SIGNED by Dr Angela Wilkinson,
Secretary General
for and on behalf of
World Energy Council

.....

Date: Day / Month / Year

SIGNED by
for and on behalf of
[ORGANISER]

.....

Date: Day / Month / Year

SIGNED by
for and on behalf of
[GUARANTOR]

.....

Date: Day / Month / Year