

**CONGRESS AND EXECUTIVE ASSEMBLY CONTRACT**

**BETWEEN**

**WORLD ENERGY COUNCIL**

**AND**

**[HOST]**

**DRAFT**

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DRAFT

# CONGRESS AND EXECUTIVE ASSEMBLY CONTRACT

BETWEEN

**WORLD ENERGY COUNCIL**

AND

**[HOST]**

DATE:

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

**[HOST], (the “Host”) the World Energy Council Member Committee or Host Entity/City hosting the Congress and Executive Assembly**

## **PREAMBLE**

The World Energy Council, a London-based international organisation which promotes the sustainable supply and use of energy for the benefit of all shall, with the Host, hold the “World Energy Congress” which is the Congress of the World Energy Council. The four-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.

[HOST] as the “Host” of the Congress agrees to host and support the 27<sup>th</sup> World Energy Congress, to be held between [DATE] in [City]. The Host will select the event destination and venue and will finance the Congress, through the Host Fee and the Host Budget Contribution, in compliance with the standards, quality and requirements of the World Energy Council, as provided in this Contract and relevant guidelines.

The Host shall also support the Executive Assembly to be held 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 mission. 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 Host commits to ensuring the highest level of Host Government support for the Congress by securing the most senior Host Government signature for ministerial and VIP invitations to ensure the attendance of high-

level Host Government officials from the Host country, including the Head of State, Minister of Energy, as well as government representatives from around the world.

The Host secures Host Government support to assist with ministerial protocol; facilitating the obtaining of participant visas; and collaborating on programme development by providing input and proposals to themes and programmes as necessary.

The Council commits to delivering the Congress in collaboration with the Host. The Council will liaise with the Host on the organisational, management and logistical elements of the overall event, details of which are outlined in this Contract.

This Contract also specifies the agreed roles of the Host 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.

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 [DATE] for a sum of not less than £1,500,000 made up of the Host Fee and the Host Budget Contribution.

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

Congress: The [X]<sup>th</sup> World Energy Congress to be held in [HOST] from [DATE].

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

Congress Future Energy Leaders: Young professionals selected by Council member committees to join the GFEL programme (as defined below) only for the duration of the Congress.

Congress Income: the revenues generated from Congress Sponsors, Exhibitors, Delegates, Visitors and any other commercial revenue streams.

Congress Programme: The content of the Congress, including themes; public content programme comprising session topics, Speakers and facilitated dialogues; the private programme of community roundtables for ministers and CEOs, energy leaders’ dialogues, and the Future Energy Leaders (FEL); and other sessions or events related to the content of the Congress. The Congress Programme is based on the Insights and content of the Council, and its development is led by the World Energy.

Congress Schedule: The overall schedule of the Congress, including the Congress Programme sessions, the Exhibition, the opening and closing Ceremonies, social events, 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 packages.

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, appendices, 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 roundtables.

Developing Countries Scheme: A scheme under which the Congress provides funding to ensure the participation of qualifying Delegates from Developing Countries, as part of the Congress's commitment to ensuring diverse and representative participation. The Scheme 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 Council 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 Host.

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 [DATE].

Exhibitor: An exhibitor at the Exhibition or Congress.

Event Organiser: Commercial /Delivery Partner appointed by the Council [insert details].

Future Energy Leaders' (FEL) Package: A scheme under which the participation of Global Future Energy Leaders (GFEL) to the Congress is supported, usually in the form of registration waivers or deeply discounted registration fees, complimentary or heavily discounted accommodation, flights, and food and beverage for all GFELs such support being funded from the Congress budget.

Global Future Energy Leaders programme (GFEL): The Council's initiative for its global impact community of around one hundred exceptional young professionals.

Global Secretariat Office: The administrative office of the World Energy Council currently registered at 5th Floor, 62-64 Cornhill, London EC3V 3NH, England.

Host Budget Contribution: The financial contribution to the Congress operating budget of not less than [£1,000,000] to be made by the Host in cleared funds, or, if agreed by the Council in writing payable in-kind with the details of such agreement to be set out in Appendix A.

Host Fee: The sum of not less than [£500,000] payable in cleared funds to the Council.

Host Government: The national government of the Host's country, represented by ministers and officials, and who are signatories to the Host Government Memorandum of Understanding with the Host.

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.

Memorandum of Understanding or MoU: the memorandum of understanding entered into between the Host and the Host Government of [date].

Officers' Council: The Trustees acting as directors of World Energy Council together serving as the Council's Board of Trustees and Board of Directors.

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

Speaker: An individual selected by the Council to take a leading role in the Congress Programme whether as discussion leader, panellist, keynote, roundtable guest, moderator, or facilitator.

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 Host set out in clause 3.

World Energy Congress: The 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 currently 5<sup>th</sup> floor, 62-64 Cornhill, London EC3V 3NH, England.

World Energy Council Communications & Engagement Department: The department at the Global Secretariat Office responsible for communications for World Energy Council.

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, may be referred to by the Council as a Partner, Patron, or Supporter or other term from time to time.

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 Secretary General & Chief Executive Officer of the World Energy Council as appointed from time to time.

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 and programme material, videos 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 Contract.

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 this 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 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.

A reference to a Department or Role shall not be invalid if the said Department or Role changes its name.

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 RIGHTS AND ASSUMPTION OF RESPONSIBILITY FOR HOST**

- 2.1 The Council grants to the Host the right to finance, support and promote the Congress on the terms and subject to the conditions of this Contract.
- 2.2 The Host undertakes to the Council that it shall finance, support and promote the Congress on the terms and subject to the conditions of this Contract.
- 2.3 In promoting the Congress and the Executive Assembly, the Host agrees to respect, in spirit and intent, the Council’s stated mission and goals; 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 Host.

## **3. REPRESENTATIONS AND WARRANTIES**

- 3.1 The Host represents and warrants to the Council that:
  - a. it is a legal entity duly incorporated as a foundation and validly existing under the laws of [COUNTRY];
  - b. 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;

- c. the entering into and performance of this Contract (and the transactions contemplated by it) by the Host do not and will not conflict with:
    - I. any law or regulation applicable to the Host; or
    - II. any constitution, document, rules, agreement or instrument binding upon the Host or any of its assets.
  - d. the Host 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;
  - e. the Host's audited 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; and
  - f. that the Congress venue has the stated capacity, connectivity, quality, location, access, and proximity to hotels and airport, as per its bid.
- 3.2 The Host will report to the Council at least quarterly - key data to include but not be limited to security provisions, updates on in-kind services or any other commercial streams.
- 3.3 The Council has entered into this Contract in reliance on each of the Warranties.
- 3.4 The Host will use its best endeavours to collaborate with the Council and its appointed Event Organiser to ensure the success of the Congress.

#### **4. FINANCIAL PROVISIONS**

- 4.1 The Host agrees to pay the Council the Host Fee and the Host Budget Contribution.
- 4.2 The Host agrees to pay the Council a minimum Host Fee of [£500,000] in cleared funds as per the below schedule:
- a. 50% [£250,000] one month from signing this Contract or on or before 28<sup>th</sup> February 2024 whichever comes sooner; and
  - b. 50% [£250,000] on or before 1 September 2024.
- 4.3 In the event that the Host fails to make any payment in accordance with this Contract the Council will be entitled to charge interest at 5 per cent above the base rate of the Bank of England from the day such payment became due, such interest accruing daily, until Judgment or sooner payment.
- 4.4 The Host shall pay a minimum of [£1,000,000] as a Host Budget Contribution to be paid in cleared funds, or if agreed with the Council in whole or in part as in-kind contributions as set out in Appendix A to this Contract.
- 4.5 The value of the in-kind contributions must be verified by a third-party, such as the Council's appointed Event Organiser, and confirmed to be in line with current market conditions.
- 4.6 The Host Fee will include a licence fee of £1.00 in respect of 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 Global Secretariat Office and other Council bodies with regard to the Congress. The licence granted under this clause 4.6 will automatically terminate 12 months after Congress.

- 4.7 All sums payable and in-kind contributions to be made 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 counterclaim. If any such withholding or deduction is required, the Host 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.
- 4.8 The Host agrees to cover the cost of travel and accommodation of one site visit in [DATE] and two site visits in [DATE] by two senior Global Secretariat Office 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. HOST DELIVERABLES**

### **5.1 General Undertaking**

In connection with the Congress the Host 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**

- a. 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.
- b. The Host confirms that it will work with the Host Government to assist all Delegates, regardless of their nationality, to obtain visas or other necessary documentation to enter the country.
- c. 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.
- d. The Host confirms that it will allow all World Energy Council Member Committees attending the [DATE] Executive Assembly to display their country nameplates, with country names as recognised by the World Energy Council, at the Executive Assembly Plenary.
- e. Only the national flag of the Host's country may be displayed at the World Energy Congress and Executive Assembly. No other state, national, provincial, or territorial flags or emblems may be displayed at or inside any buildings associated with the event. The Host agrees that it will only use the United Nations standards for country recognition and language

### **5.3 International standards and compliance**

The Host shall support 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 Host shall secure the full support of the Host Government to host the Congress and the Executive Assembly and perform its obligations under this Contract and, as existence of such support, the Host

shall procure a signed memorandum of understanding with the Host Government to evidence the highest level of Host Government support for the event guaranteeing:

- a. that the appropriate high-level Host Government official, e.g., prime minister, president, head of state, energy secretary or energy minister, 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;
- b. 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 and Closing Ceremonies, in the ministerial Roundtable, and key speaking roles within the main programme;
- c. that the Host Government shall confirm in writing no later than nine months before the first day of Congress if the prime minister, president or head of state or Host Government wishes to host a heads of state/ heads of government summit during the Congress;
- d. that the Host Government shall facilitate the participation of the above officials at the Congress by assisting with entry into the country and appropriate protocol;
- e. that the Host Government shall assist all Delegates, regardless of nationality, to obtain visas or other necessary documentation to enter the country without undue hardship.
- f. that the Host Government shall allocate dedicated resources to visibly support the promotional campaign in the two-year lead-up to the Congress and provide official logo and quotes for marketing and invitation purposes.
- g. that the Host Government 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 no later than seven months prior to the Congress.

#### 5.5 Venue Support

- a. The Host is responsible for ensuring the availability of the proposed venue on acceptable dates and within the budget as outlined in its bid.

#### 5.6 Security and safety

- a. The Host shall plan and procure adequate security, including personnel and security staff as required for the level of the event, protocol, and dignitary management etc. managing and overseeing liaison with city, local and national authorities including police and emergency services.
- b. The Host shall put in place all security arrangements suitable to ensure the safety of all Attendees, particularly for high-level executives and government officials.
- c. The Host shall present to the World Energy Council Board at least 10 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.
- d. The Host shall present to the Council a main contact in charge of overall security for the Congress at least 8 months prior to the Congress.

- e. The Council reserves the right to request a confidential written security assessment through a mutually agreed, neutral third-party security company, which the Host must cooperate with and finance, and which must be shared with the Council's Board.
- f. The Host 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.

## 5.7 Congress Sponsors

- a. The Host shall engage with and help recruit a range of national sponsors including national state-owned companies, Host Government agencies, solution and technology providers and institutions.
- b. To support the Host's procurement of national sponsors, the Council will make available to the Host at least 20 months ahead of the Congress, a draft sponsorship prospectus including sponsorship levels. The final sponsorship prospectus is provided following approval by the Council Finance Committee.
- c. The Host shall regularly liaise with the Council and Event Organiser on national sponsor prospects working with the Council and Event organiser to ensure strong national support.
- d. The Host shall not offer any benefits to sponsors or potential sponsors that are not outlined in the sponsorship prospectus and shall not, under any circumstances, offer, procure or permit the offer for sponsorship or third-party branding of any of the following items:
  - i. 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);
  - ii. the delegate badges (although the lanyards may be sponsored);
  - iii. Speaker roles, Congress Programme sessions or thematics;
  - iv. 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;
  - v. any branding that would infer a Partnership or content status of a sponsor;
  - vi. any staging, fixtures, or materials internal to the meeting or session rooms;
  - vii. the daily themed videos.
- e. 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 Council's chief operating officer may refer such requests to the Council's Finance Committee for final review and decision.
- f. Sponsors are not promised speaking slots in the Congress Programme as part of the sponsorship agreement, nor shall the Host cause any sponsor to believe it will have undue influence on any aspect of the Congress.
- g. The Council reserves the rights to extend discounts or benefits to World Energy Council Partners to ensure that contractual rights of Patrons and other supporters of the Council are respected

## 5.8 Future Energy Leaders' Package

- a. The Host shall nominate a person to act as FEL liaison no later than 12 months prior to the Congress. This person will be expected to provide logistical and advisory support on FEL participation at the Congress, working closely with the Global Secretariat Office to provide input for FEL involvement.

## 5.9 Opening, Closing Ceremonies and Social Events

- a. At the Congress Opening Ceremony the Host will provide for and procure an appropriate cultural performance that reflects the culture of the country and highlights the energy transition characteristics of the Host destination. The Host shall liaise with the Council and Event Organiser on the proposed performance who will provide advice and guidance on expectations including the design, nature, length, and logistics.
- b. The Host shall ensure that its highest level representative shall be present at the Opening and Closing Ceremony to speak on behalf of the Host.
- c. The Host shall procure and organise an Executive Assembly Welcome Reception for up to 500 pax and an Evening Gala for 800 pax including venue, entertainment, food and beverage .
- d. The Host shall ensure attendance of key dignitaries at the Welcome Reception and the Evening Gala.

## 5.10 Data Protection

- a. The Host acknowledges the Council as the data controller. In collecting and processing personal data of participants, sponsors, leads, exhibitors on behalf of the Council, the Host shall comply with the data protection requirements set out by the Council, GDPR, local regulations, and any data protection regime in force with which the Council must comply from time to time.

## 5.11 Documentation and Records

- a. If any Intellectual Property Rights in the Congress Works vest in the Host, the Host hereby agrees to assign any Intellectual Property Rights it may have in the Congress Works to the World Energy Council.

## 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 Host to perform its commitments as outlined in the terms of this Contract.

### 6.2 Congress programme

- a. The Council shall manage and produce a Congress Programme that represents the independent and impartial principles of the Council, including the development of themes, topics, formats, the acquisition and selection of speakers, moderators, and panelists.
- b. The Council shall seek input and feedback from the Host on the programme and has the sole authority to produce the programme and appoint speakers

- c. The Council shall manage the delivery on-site of the programme and production, and manage the Event Organiser
- d. The Council and its agents are responsible for the marketing, promotion, sales etc.
- e. The Council shall ensure visibility and prominence of the Host's highest level representative at the Opening and Closing Ceremony.
- f. The Council shall ensure the Host is given prominence and visibility to welcome the guests at the Executive Assembly Welcome Reception and the Evening Gala

### 6.3 Ministerial and other Government Officials

- a. The Council shall work with the Host Government to develop the 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 9 months before the scheduled first day of the Congress. Such procedure must include, at a minimum, the following points:
  - i. Target number of ministers and heads of state to attend the Congress;
  - ii. Role of local embassy for the relevant country;
  - iii. Speaking roles and participation in the ministerial roundtable;
  - iv. Protocol arrangements.
- b. Invitations to Ministers and officials shall be coordinated between the Host Government and the Global Secretariat Office.

### 6.4 Developing Countries Scheme

- a. The Council 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 US\$250,000 through complimentary or heavily discounted accommodation and / or travel, in addition to a minimum of 250 waived registrations.
- b. While it is not necessary for the Council to prove the monetary value of such support, it will share a proposal specifying the exact nature of such support that is approved by the World Energy Council Finance Committee 12 months prior to the Congress.
- c. The list of developing countries eligible for the Scheme (established using World Bank data) and the specific details of how the Scheme will be applied as agreed by the Council's Finance Committee no later than 12 months prior to the Congress.

### 6.5 Future Energy Leaders programme

- a. The Global Secretariat Office leads the development of the activities of the FEL at the Congress with the support of the FEL Board, including 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 Council shall provide waivers or discounted registration fees for all GFELs to attend the Congress, complimentary or subsidised accommodation for all FELs, and a FEL Welcome Reception and one FEL dinner during the Congress period;

- c. The Council shall provide waivers or discounted registration fees for a further 100 FEL invitees such FELS (referred to as “National FELs”) who are nominated by Member Committees to attend the Congress.

## 6.6 Insurance

- a. The Council shall ensure that adequate and appropriate arrangements are made for all appropriate insurances, including event cancellation, liability and personal damages or injury to cover the Congress attendees and Congress personnel.

## 6.7 Post-Congress Requirements

The Council shall provide to the Host within two months of the conclusion of the Congress a report breaking down key event data including:

- a. Statistics on the Congress Attendees including breakdowns of sectors, country and regions, level, registration category, member status, speaker status, whether paid or complimentary
- b. Summary of Financials
- c. Logistics summary: including data on the number of sessions, rooms, hotel rooms booked, side events, social events, number of shuttle buses;
- d. Exhibitor summary: Statistics on exhibitor breakdown by sector, space sold, number of stands sold and comped, country and region of origin;
- e. Sponsor summary: details of sponsor packages and levels, numbers and breakdown, country and region of origin, in-kind versus paying sponsors, sponsor representatives attending the Congress; total sponsor revenue;
- f. List of official World Energy Council Partners and benefits received, e.g., media coverage, advertising, app, audit or financial services;
- g. Side events summary: number and name of side event holders, type of event, total revenue;
- h. Marketing summary;
- i. 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, interview breakdown, social media coverage.

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

- 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 Host 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 Host’s use of the

Intellectual Property Rights in the World Energy Council Works, are reserved to and shall belong absolutely to the Council. The Host 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 Host 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 Host 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 Host 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 Host 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 Host.
- 7.7 The Host 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 Host:
- a. 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 Host to do so; or
  - b. 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 Host or if an administration order is made in respect of the Host (or documents for the appointment of an administrator in respect of the Host 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 Host.
- 7.12 The Host 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 Host 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" or "the Congress".
- 8.3 The World Energy Council Communications & Engagement Department 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 Host may use the logo in marketing and promoting the Congress.
- 8.4 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.
- 8.5 If third party requests come to the Host 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.
- 8.6 The Council's Board is responsible for monitoring proper use of the Council's brand and logo but has delegated day to day authority and oversight Council's Communications and Engagement Department .

## **9. REVIEW AND APPROVAL PROCESS**

- 9.1 Before the dates for the [DATE] Congress are set, 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 needs to be conducted, so as to set dates which do not conflict with such events and thus reduce the total number of Attendees. The Council holds the right to request alternative options for dates if after a throughout review the proposed dates are not deemed suitable.
- 9.2 The Host shall agree to the World Energy Council process and timeline unless otherwise agreed in writing by both parties. Where any approval is required under this Contract from the Council, the Global Secretariat Office or any other department, 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 Host 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 Host 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 Host:
- a. the political, security, health or environmental 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
    - i. it would not be reasonable 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 destination; or,
    - ii. there are multiple material breaches of this Contract as per Clause 11.2.
- 11.2 The Council may terminate this Contract by notice in writing to the Host in any of the circumstances set out in the following sub-clauses of this clause 11.2:
- a. The Host fails to pay any sums due within 30 Days of the due date for payment and the date of the Council's written demand for such sum;
  - b. The Host is in material breach of any of the following provisions of this Contract:
  - c. clause 3 – breach of the Warranties;
  - d. clause 5.4 – concerning Host Government support for the Host;
  - e. the Council notifies the Host of a material breach of this Contract by the Host which is in its opinion capable of remedy and calls up the Host to remedy such breach with 7 days of such notice and the Host fails to remedy such breach within such 7-day period;
  - f. the Host is in material breach of this Contract, and, in the opinion of the Council, such breach is not capable of remedy.
- 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. FORCE MAJEURE**

- 12.1 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.

## **13. GENERAL**

- 13.1 At all times in performing this Contract:

- a. Each of the parties shall act as principal with the understanding that sub-contracted service providers may be contracted by the Host for the purpose of meeting the Host's obligations in relation to the Congress and/or the Executive Assembly but always under the general supervision of the Host (which shall be responsible for all acts and omissions of any such sub-Contract service providers) the Congress and Executive Assembly;
- b. Neither party shall pledge the credit of the other party;
- c. Each of the parties shall act in a lawful manner according to any applicable law; and
- d. 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.

#### **14. INDEMNITY**

- 14.1 The Host shall indemnify, hold and save harmless and defend at its own expense, the Council, its officers, agents, servants and employees against all suits, claims, demands and liability of any nature or kind, arising from any breach by the Host or any of its employees or subcontractors or any of the Host's obligations under this Contract.
- 14.2 The Council shall indemnify, hold and save harmless and defend at its own expense, the Host, its officers, agents, servants and employees against all suits, claims, demands and liability of any nature or kind, arising from any breach by the Council its employees or sub-contractors under this Contract.

#### **15. ENTIRE AGREEMENT**

- 15.1 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 Host.

#### **16. GOVERNING LAW AND JURISDICTION**

- 16.1 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.
- 16.2 The number of arbitrators shall be one.
- 16.3 The seat of arbitration shall be London.
- 16.4 The language to be used in the arbitral proceedings shall be English.
- 16.5 The governing law of this Contract shall be the substantive law of England and Wales.
- 16.6 The Host 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.

#### **17. LIMITATION OF COUNCIL'S LIABILITY**

- 17.1 The Council's liability under or in connection with this Contract shall be limited in aggregate to the aggregate of all cash sums paid by the Host as part of the Host Budget Contribution (excluding the Host Fee and 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.

- 17.2 Further, the Council will not be liable for any indirect or consequential losses, special losses or loss of profits. The Council does not seek to exclude any losses or damages that cannot be excluded at law, including death, personal injury or fraud.

This Contract is signed on the day written at the top of the first page.

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

.....  
Date: Day / Month / Year

SIGNED by [insert]  
for and on behalf of  
[HOST]

.....  
Date: Day / Month / Year

**Appendix A**

DRAFT