



REQUEST FOR PROPOSALS

ICC Safety and Security Risk Assessment Services

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1. INTRODUCTION

- 1.1 The International Cricket Council Limited (the "ICC"), acting through its wholly-owned subsidiary company, ICC Business Corporation FZ LLC ("IBC"), which is incorporated under the regulations of the Dubai Creative Clusters Authority in the United Arab Emirates, and was incorporated by the ICC and is sanctioned by the ICC to organise ICC events and to exploit all commercial rights pertaining to ICC events throughout the world.
- 1.2 IBC wishes to appoint a company to provide independent Safety and Security Risk Assessments including, without limitation, the services set out in Appendix B (the "Services"). This contract will run for an initial period of two years with a formal review of the Services after year 1. The review will determine if this contract should be terminated if the successful vendor is not meeting or exceeding the agreed standards of performance. Further, there will be an option for IBC to extend the Agreement after the initial period for a further 12 months.
- 1.3 Unless otherwise defined elsewhere, capitalised terms used in this RFP have the meanings set out in Appendix A.

2. OBJECTIVES

- 2.1 The purpose of this RFP is to invite interested and qualified Applicants to submit Proposals for the right to provide the Services to IBC, as described in the overview of Services set out in Appendix B and on the terms and subject to the conditions set out in this RFP.
- 2.2 This RFP invites Proposals from Applicants with:
- (a) extensive proven experience in providing services similar to the Services;
 - (b) a strong financial position;
 - (c) sufficient resources (in particular staffing) to provide the Services; and
 - (d) personnel accredited, trained and experienced in risk assessments which form part of the Services.
- 2.3 In submitting a Proposal for the right to provide the Services each Applicant must:
- (a) complete, sign and return the form as set out in Appendix E, together with its detailed Proposal, by the applicable date specified in the Timetable.
 - (b) provide adequate and detailed answers and information to meet the requirements of the Criteria (as set out in Appendix C); and
 - (c) provide a full, detailed breakdown of costs in relation to creating the full list of deliverables required as part of the Services within the Price Quotation (as detailed in Appendix F).
- 2.4 In submitting its Proposal, each Applicant will have to establish that it satisfies (or will satisfy in a timely fashion) the Criteria and the Requirements. IBC will evaluate the Proposals based on the extent to which they satisfy such conditions and requirements.

- 2.5 Each Applicant should provide satisfactory evidence to IBC in its Proposal of its financial standing and of its ability to meet the commitments it makes in its Proposal. IBC reserves its right to require appropriate bank guarantees and/or parent company performance guarantees.
- 2.6 IBC may, in its absolute discretion, waive any of the conditions and/or requirements set out in this RFP in respect of any or all of the Applicants. Each Applicant will be evaluated on the overall merits of its Proposal and the Successful Applicant(s) may not have satisfied all conditions and requirements and may not necessarily be the one which offers the most competitive financial terms.

3. ENQUIRIES

- 3.1 IBC shall, where possible, answer questions or provide additional information reasonably requested by Applicants at any time during the Selection Procedure with respect to the contents of this RFP or the means by which the Successful Applicant(s) shall be appointed.
- 3.2 Queries should be addressed in an e-mail with the subject line "**ICC Safety and Security Risk Assessment tender document - Query**" to the following address: **david.musker@icc-cricket.com** .
- 3.3 All Applicants must complete and sign the Non-Disclosure Agreement in the form set out in Appendix G prior to receiving the schedule of events and the ICC Tournament Intelligence Strategy.
- 3.4 IBC shall attempt to respond to all queries in as expeditious a manner as possible and in such a form as IBC considers appropriate. IBC reserves the right to make its response to any query from any Applicant available to all relevant Applicants without revealing the identity of the initial enquiring party.
- 3.5 IBC may not be able to provide responses and/or additional information to all queries and it shall definitely not be able to do so if such requests are after the deadline for receipt of enquiries, requests for information or clarification from Applicants as set out in the Timetable.

4. SELECTION PROCEDURE OVERVIEW

- 4.1 Each Applicant must submit to IBC its Proposal documents, in English, by email by no later than the due date prescribed in the Timetable to the following address: **david.musker@icc-cricket.com** .
- 4.2 Each Applicant must attach all applicable documents in support of its Proposal in accordance with the requirements set out in paragraph 2.3 of this RFP as well as any other relevant materials, weblinks, photographs and/or attachments. IBC may issue supplementary requests for information which, once issued, will form part of this RFP. IBC may also ask any Applicant for such further information, guarantees and/or documents as IBC deems necessary in connection with any Proposal at any time and any such further information, guarantee and/or document may be used at any point in the Selection Procedure by IBC to evaluate a Proposal.
- 4.3 Each Proposal, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the Proposal, which offer cannot be amended or withdrawn after its date of submission (in either case unless requested by IBC).
- 4.4 IBC is not obliged to accept or consider any Proposal in full or in part or any responses or submissions in relation thereto and IBC may reject any Proposal, responses or submissions (or any part thereof) and, in its sole discretion, may refuse to award any business in connection with

this RFP. Without prejudice to the foregoing, IBC reserves the right to appoint the Applicant(s) whose Proposal (in the absolute discretion of IBC) most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in this RFP or to make alternative arrangements for the provision of the Services, including (without limitation) issuing a revised or different RFP or providing the Services itself.

- 4.5 IBC shall conduct the Selection Procedure in accordance with the Timetable set out in Appendix D. Each Applicant is and shall be required to comply fully with the applicable deadlines in the Timetable as well as such other deadlines as are imposed by IBC throughout the Selection Procedure (unless otherwise approved by IBC on a case-by-case basis).
- 4.6 The Selection Procedure shall consist of:
- (a) a technical evaluation of each Proposal examining each Applicant's ability to provide the Services in accordance with the Requirements, including evaluation of the examples provided.
 - (b) a financial evaluation of each Proposal examining each Applicant's ability to secure or offer the best possible prices in connection with the Services; and
 - (c) an evaluation of each Applicant's suitability, experience and qualifications, including (without limitation) its compliance with the Criteria as well as the organisational structure and infrastructure proposed by the Applicant to provide the Services.
- 4.7 IBC may, for any reason and at any time during the Selection Procedure, request any Applicant to supply further information and/or documentation. Each Applicant shall supply such further information and/or documentation requested within 7 (seven) calendar days (or such other period of time as may be required by IBC) following receipt of the written request for that information and/or documentation. Any and all costs and/or expenses associated with the provision of the additional information and/or documentation shall be borne by the Applicant.
- 4.8 IBC reserves the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with Applicants following submission of the Proposals.
- 4.9 After careful consideration and thorough examination of the Proposals and, if applicable, the presentations, IBC shall, in its absolute discretion, confirm which Applicant(s) (if any) it proposes to appoint as the Successful Applicant(s). The relative competitiveness of the financial terms offered may not necessarily be a decisive factor in choosing between Proposals. IBC reserves the right to make the appointment of the Successful Applicant(s) subject to such further terms and conditions as it considers appropriate in relation to this RFP process and/or the provision of the Services. Applicants who have not been selected shall be informed accordingly in writing. IBC shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- 4.10 The appointment of the Successful Applicant(s) is subject to the conclusion of Agreement(s) between IBC and the Successful Applicant(s) governing all rights and obligations related to the Services. The Agreement(s) shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the Proposal of the Successful Applicant(s) or otherwise). Each Applicant agrees and acknowledges that IBC shall have the absolute right to determine at its absolute discretion whether or not negotiations shall be conducted on an exclusive basis.
- 4.11 Notwithstanding any other provision of this RFP, IBC reserves the right, at any time and in its absolute discretion, to accept or reject Proposals (or to permit any Applicant to resubmit its

Proposal in the event that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of Applicants, to withdraw from negotiations with any Applicant at any time, to pursue negotiations in respect of some or all of the Services and to suspend, discontinue, modify and/or terminate this RFP process (or any part thereof) at any time.

5. LEGAL PROVISIONS

In participating in this RFP process, responding to this RFP and/or submitting a Proposal, each Applicant accepts and agrees to be bound by and to comply with the terms of this RFP generally, including (without limitation) the following terms and conditions (which apply in each case equally to all Applicants):

- 5.1 Nothing in this RFP, or in any communication made by IBC or its officers, employees, representatives, agents and/or advisers shall constitute an offer of a contract or a binding contract between IBC and any Applicant, nor shall it be taken as constituting any representation that rights or licences will be granted in accordance with this RFP and/or the Selection Procedure.
- 5.2 IBC reserves the right, at any time during the Selection Procedure, to change any aspect of this RFP, to issue any separate amendment or addendum to this RFP (which will become part of this RFP upon issue) or to issue an amended RFP in place of this RFP, to refuse to consider any Applicants or to withdraw this RFP. Applicants acknowledge that IBC may decide to organise the Services on its own or without appointing any third party and that IBC may increase, decrease, suspend, discontinue and/or modify its requirement for the Services.
- 5.3 Following consideration of the desirable contractual structure for the Services in light of the location and identity of the Successful Applicant, IBC may (at any time prior to execution of the Agreement) elect for the contracting party to be the host of an ICC event or other appropriate entity rather than IBC.
- 5.4 Whilst IBC has taken all reasonable care to ensure that this RFP is accurate in all material respects at the date of its issue, neither IBC, nor any of its officers, employees, representatives, agents and/or advisers make any representation or warranty or accept any responsibility for the accuracy or completeness of the information contained in this RFP or in any subsequent correspondence by IBC in relation to this RFP, nor shall they be liable for any loss or damage suffered by any Applicant or any other third party in reliance on this RFP or any subsequent communication with IBC.
- 5.5 Without prejudice to paragraph 5.4 above, this RFP does not contain any representation upon which any Applicant or other recipient may be entitled to rely at any point in time in order to bring any claim, action or proceedings against IBC and/or its associated entities and/or any of their respective officers, employees, representatives, agents and/or advisers (whether for misrepresentation or otherwise). This RFP is incapable of creating any liability for IBC and/or its associated entities and each Applicant hereby irrevocably and unconditionally waives any and all rights it may have, now or at any time in the future, to bring any claim in any court of competent jurisdiction in relation to the appointment or manner of appointment of any Applicant, the Selection Procedure or otherwise in relation to the RFP process.
- 5.6 Each Applicant represents, warrants and undertakes to IBC that any and all information contained in its Proposal and/or submitted in connection with its Proposal, and any and all representations made by or on its behalf to IBC, during the course of the Selection Procedure shall not be false, inaccurate or misleading in any respect (including, without limitation, by the omission of any material, information or facts) and that if, after submitting its Proposal there is any change in the Applicant's circumstances or any other event occurs which may adversely affect and/or impact such information and/or representations and/or the manner in which they may be interpreted by

IBC, the Applicant shall promptly notify IBC in writing setting out the relevant details in full. IBC is and shall be fully able to rely on the accuracy and authenticity of any and all information contained in any Proposal and/or submitted in connection with any Proposal in assessing any Applicant's ability to perform and deliver the Services.

- 5.7 Notwithstanding the terms of the Non-disclosure Agreement required in accordance with paragraph 3.3, each Applicant further agrees to keep confidential at all times, whether during or after the Selection Procedure, all Confidential Information and to take all necessary steps to preserve the strict confidentiality of such Confidential Information, including (without limitation) by disclosing relevant material to its officers, employees, representative, agents and/or advisers only on a strictly "need to know" basis and only for the purpose of this Selection Procedure.
- 5.8 Each Applicant agrees that it will not discuss any part of this RFP, any Proposal it is considering or which it has submitted and/or any other aspect of the Selection Procedure with any other Applicant at any time for any reason. Any breach of this obligation by an Applicant may result in its immediate elimination from the Selection Procedure.
- 5.9 No Applicant is entitled to make any announcement relating directly or indirectly to this RFP, the Selection Procedure and/or its Proposal. Each Applicant acknowledges and agrees that IBC shall have the absolute right to make any announcement in connection with this RFP and/or the whole or any aspect of the Selection Procedure.
- 5.10 Each Applicant is responsible for any and all costs, expenses and liabilities incurred (directly or indirectly) by or on its behalf in the preparation and submission of its Proposal and/or otherwise in relation to the Selection Procedure and/or any negotiations with ECB following receipt by IBC of its Proposal (whether or not an Agreement(s) is entered into with such Applicant). Under no circumstances will IBC and/or its associated entities and/or any of its respective officers, employees, representatives, agents or advisers be responsible for any costs of any Applicant associated in any way (whether directly or indirectly) with the Selection Procedure.
- 5.11 Each Applicant acknowledges that any and all intellectual property rights of IBC and the ICC remain the exclusive property of IBC or the ICC (as appropriate). Furthermore, any materials provided by IBC to any Applicant shall belong and/or accrue exclusively to IBC. No Applicant shall claim ownership over any rights including (without limitation) intellectual property rights, in relation to the ideas, concepts, material or any other rights contained in this RFP, including the examples provided as part of this RFP which shall be owned by IBC.
- 5.12 In consideration of IBC receiving and reviewing its Proposal, each Applicant confirms and warrants that it has read, understood and accepted the terms and conditions set out in this RFP, which take precedence over any provisions contained in any other communications between the Applicant and IBC. Each Applicant further acknowledges that, except as set out in the Proposal and in the Agreement(s), there is no existing agreement, arrangement or understanding in place (whether in writing or oral) between IBC and the Applicant in relation to this RFP, its subject matter and/or the provision of the Services.
- 5.13 Each Applicant acknowledges that, save as set out in the Agreement(s), all rights and opportunities in and in relation to ICC events or the Services shall be exclusively reserved by IBC and/or the ICC (as appropriate).
- 5.14 IBC shall be able to rely on any and all representations made by each Applicant in its Proposal and/or in connection therewith.
- 5.15 No terms seeking to restrict in any way the discretion of IBC in the Selection Procedure will be accepted.

- 5.16 This RFP, the Selection Procedure and any and all related documentation, correspondence (including, without limitation any Proposal), any non-contractual obligations and any Agreement(s) (or other agreements) entered into between IBC or any of its affiliates and any Applicant or prospective Applicant shall be governed by and interpreted in accordance with English law and any dispute arising from or in relation to the same shall be subject to the exclusive jurisdiction of the English courts.

6. CONFLICTS AND COLLUSIVE BEHAVIOUR

- 6.1 A conflict of interest arises when an Applicant's integrity, objectivity or fairness in performing the Services is at risk due to a personal interest or conflicting business arrangement of the Applicant, or a person or organisation associated with the Applicant.
- 6.2 An Applicant must accordingly disclose in their Proposal any potential or actual conflicts of interest that they may have or may be perceived to have in respect of their responsibilities to IBC and other parties in the course of delivering the Services, should they be selected as the Successful Applicant. Applicants with such conflict or perception of conflicts must specify within their Proposal how they will manage the conflict or perception of conflict to provide assurance that it will not adversely impact the performance of any Services.
- 6.3 The Applicant and any person or organisation associated with the Applicant must not directly or indirectly provide any form of inducement or reward to any employee, member or shareholder of IBC, the ICC or any affiliates or associated concerns or any of their respective representatives in relation to the Selection Procedure under this RFP.
- 6.4 Without prejudice to any criminal liability an Applicant may attract and any other remedies available to IBC or the ICC, each Applicant hereby undertakes that it shall not:
- (a) fix or adjust the costs of its Proposal by or in accordance with any agreement or arrangement with any other party.
 - (b) communicate to any party the costs or approximate costs of its proposed Proposal or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or insurance or any necessary security);
 - (c) enter into any agreement or arrangement with any other party that such other party shall refrain from submitting a Proposal.
 - (d) enter into any agreement or arrangement with any other party as to the costs of any Proposal submitted; and/or
 - (e) collaborate or collude with any third party with a view to unfairly influencing the outcome of the Selection Procedure under this RFP or otherwise misleading or concealing information from IBC.

7. OTHER OBLIGATIONS

- 7.1 The engagement of the Successful Applicant(s) pursuant to this RFP is subject to the conclusion of the Agreement(s) between IBC (which shall for the purposes of this paragraph 7 be deemed to include such other ICC entities as IBC nominates) and the Successful Applicants, governing all rights and obligations related to the Services to be provided by the Successful Applicant(s). The Agreement(s) shall be prepared by IBC to include such terms and conditions commonly included in agreements of such nature, together with any other terms and conditions which are required by IBC (whether arising from the specifications of the accepted Proposal or otherwise). Some key principles in relation to the Agreement(s) are set out below:

Subject	Principle
<i>Payment Schedule</i>	All monetary consideration to be payable in United States dollars by IBC which will be inclusive of all taxes, deductions, withholdings etc. IBC shall make payments according to the payment terms set out in Appendix F and upon receipt of a valid, undisputed invoice (subject only to any deduction for withholding tax that IBC may be obliged at law to make, if applicable).
<i>Assignment and sub-contracting</i>	The Successful Applicant(s) will only be able to assign/ sub-contract any or all of its rights and obligations under the Agreement(s) with the express written permission of IBC. However, the Successful Applicant(s) shall at all times remain primarily liable for the performance of all of its obligations under the Agreement(s) notwithstanding any such sub-contract.
<i>Intellectual Property Rights</i>	<p>IBC shall own and retain ownership of all of intellectual property rights which it provides to the Successful Applicant or which arise as a result of the Services from creation. This will include the risk assessment reports produced as part of the Services.</p> <p>The Agreement(s) will require assignment by the Successful Applicant(s) for any intellectual property rights that may be created or become vested in the Successful Applicant(s) (or any sub-contractor) in the course of the performance of Service(s) from creation, including all risk assessment reports, and the Successful Applicant(s) must provide a full indemnity for any intellectual property rights infringement.</p> <p>IBC shall be entitled to share the deliverables, including the risk assessment reports produced as part of the Services, with third parties which require access to such reports.</p>
<i>No Partnership</i>	Nothing in the Agreement(s) and no action taken by the parties pursuant to it shall constitute, or be deemed to constitute, the parties as a partnership, association, joint venture or other co-operative entity.
<i>Liability</i>	<p>IBC shall not be liable to the Successful Applicant(s) under the Agreement(s) for any indirect or consequential loss arising out of or in connection with the performance of its obligations under the same or any breach thereof even if it was advised in advance of the possibility of such loss or damage.</p> <p>The Successful Applicant will be responsible for any losses suffered as a result of the provision of the Services.</p>
<i>Termination</i>	In addition to standard termination provisions for breach and insolvency, IBC will have the option of terminating the Agreement after year 1 if it reasonably believes that the Successful Applicant has not provided the Services to the standard required by the Agreement.

APPENDIX A

DEFINITIONS

"Agreement(s)"	means each long form written agreement to be entered into between IBC and the Successful Applicant(s) governing the provision by the Successful Applicant(s) of the Services (or any part of them).
"Applicant"	means any party which is considering whether or not to submit or which submits from time to time a Proposal in response to this RFP.
"Confidential Information"	means any and all aspects of this RFP, the Selection Procedure, and/or the business and/or affairs of the ICC and/or IBC which is or which comes into an Applicant's possession (except where such information is generally available to the public).
"Criteria"	means the list of criteria to be addressed by each Applicant in its Proposal as set out in Appendix C.
"ICC"	means the International Cricket Council Limited, the international governing body for the sport of cricket, which has its registered office in the British Virgin Islands, and its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates.
"ICC Tournament Intelligence Strategy"	means the document outlining the ICC Safety Planning Framework approach of the ICC tournaments for safety & security, development of a strategic threat and risk assessments.
"Proposal"	means all documents and information submitted by an Applicant supporting its bid to provide the Services to IBC, as required under this RFP, including the Price Quotation as set out at Appendix F.
"Requirements"	means the guidelines, directions, requirements, instructions and requests of IBC issued to any Applicant with respect to the Selection Procedure and/or the Services from time to time.
"RFP"	means this Request for Proposals, including all of its appendices and as amended, supplemented or replaced from time to time.
"Selection Procedure"	means the entire procedure conducted by IBC to select and appoint the Successful Applicant(s) for the provision of the Services pursuant to the RFP process and the subsequent negotiation, finalisation and execution of the Agreement(s).
"Services"	means the services set out in Appendix B.
"Successful Applicant(s)"	means the Applicant(s) selected by IBC to provide the Services pursuant to the Selection Procedure.
"Timetable"	means the timetable for the Selection Procedure as set out in Appendix D.

APPENDIX B

SERVICES

The Successful Applicant shall be required to provide the services listed below and the services set out in the ICC Tournament Intelligence Strategy, such services to be delivered by the Successful Applicant always in accordance with any instructions issued by or on behalf of IBC from time to time.

The Successful Applicant shall be required to provide independent, authoritative risk assessments relevant to the staging and management of international cricket globally.

The risk assessments will be informed by the ICC Tournament Intelligence Strategy which will be shared with the Successful Applicant following signature of the Non-Disclosure Agreement. For the avoidance of doubt risk assessments produced by the Successful Applicant will **NOT** include any matters pertaining to corruption in cricket – this is within the sole purview of the ICC Integrity Unit.

The Successful Applicant will need to be able to perform critical success factors:

- Establishing a productive relationship with the ICC Security Manager who will be the lead officer responsible for this managing these Services and this relationship.
- Must have a direct footprint and/or excellent established connectivity/partnerships within all ICC cricketing nations (listed here: <https://www.icc-cricket.com/about/members>) to ensure contemporaneous local knowledge and networking capabilities
- Must have the versatility to work with the ICC Tournament Intelligence Strategy to inform, as well as being able to simultaneously adapt risk assessment products and services to the models in use locally (or the quality of intelligence sharing and joint assessments that is encouraged between the ICC and the in-country safety and security agencies involved in staging ICC events can be hampered through poor communication, misunderstanding and differing perceptions of the operating environment)
- Appoint a dedicated and experienced lead analyst able to act as a single point of contact ("SPOC") for the ICC. This SPOC should have responsibility for managing the ICC contract and coordinating activities to deliver high quality, timely and insightful analysis in response to dynamic events.
- Delivering reports that must be concise, relevant and in a user-friendly readable format targeting a wide audience in terms of safety and security experience and focus.
- The provision of Desktop Risk Assessments (DRAs) for international bi laterals series where ICC Match Officials are deployed. These DRAs should incorporate an analysis of factors relating to the host country, series' participants, host cities, hotels, match and practice venues and the capability and capacity of the safety and security infrastructure to secure the fixtures, team, match officials and ICC staff deployed to the events and take into consideration the ICC Tournament Intelligence Strategy.
- The provision of DRAs for ICC Tier 1,2,3 and 4 events as listed in the ICC events schedule that will be shared following signature of the Non-Disclosure Agreement. The DRAs should be 'living' documents and be updated and reissued in the event of any material changes in risk and threat.
- Daily provision of a global safety and security update by email to IBC's designated recipients.
- Provision of an online platform for the ICC Security Manager, and up to 15 specified individuals, to assess intelligence and analysis of historical and current global safety and security information, updates on incidents, travel risk advice and county risk assessments.

- Provision for bespoke on call incident analysis to the ICC Security Manager in response to global critical incidents that impact upon ICC interests.
- Provision of real time reports with respect to safety and security analysis during ICC events.
- Provision of ad hoc and at least weekly global analysis on the impact of the Covid Pandemic or any other such critical incidents, on the staging of elite sport.
- Provision of profiles of international teams and high-profile players to inform safety and security planning of ICC events

APPENDIX C

CRITERIA

Each Proposal must include information to allow IBC to evaluate the Relevant Experience, Organisational Criteria, Operational Criteria and Financial Criteria about the Applicant (together the "**Criteria**") set out below. Proposals may, where appropriate, include the provision of documentary evidence in support of the relevant Criteria and Applicants are requested to address as fully as possible the questions set out below in respect of each of the Criteria. IBC reserves the right to evaluate Proposals by reference to the below evaluation criteria and any other criteria in its absolute discretion.

Relevant Experience

1. What relevant experience does the Applicant have in relation to the international sport market? Please highlight any specific cricket experience that the Applicant has.
2. How will your experience and expertise in providing services of a similar nature to the Services in relation to previous global sporting events enable the Applicant to deliver the scope of the Services required?
3. What innovations, concepts, products or processes has the Applicant previously introduced in the delivery of risk and intelligence assessments? How will the Applicant apply any of the foregoing to the Services?

Organisational Criteria

4. Please include a detailed staffing plan of how the Applicant intends to deliver of the Services in line with the required timescales (including an organisation chart, the size and composition of the proposed team, respective responsibilities and escalation paths) and how the Applicant believes each team member's experience makes them suitable for these roles.

Within the staffing plan indicate whom the Applicant proposes to act as its SPOC for the Services and how the Applicant believes their experience makes them suitable for this role. Please indicate staff that will be available for face to face meetings.

5. How will the structure, composition and experience of the Applicant's project team ensure delivery of the Services in line with the required timescales?
6. Will the Applicant have the capability to change staffing rapidly as required? Does the Applicant propose to sub-contract any aspect of the Services? If so, please provide full details about proposed sub-contractors and any other material information.

Operational Criteria

9. Please provide an in depth "reverse brief" in which the Applicant details its understanding of the Services delivery requirements and strategies, highlighting cost effective solutions.
10. Please provide a full list of all exclusions or dependencies expected to be provided by or on behalf of IBC for the delivery of the Services.
11. Please identify any material risks in the provision of the Services and how the Applicant will manage any risks associated with the delivery of the Services.
12. What are the Applicant's current levels of insurance in relation to Professional Indemnity, Public Liability and Directors' and Officers' E&O insurance? The Successful Applicant

must maintain throughout the Term appropriate professional indemnity insurance with a reputable insurer, in an amount not less than US\$10,000,000 (ten million United States dollars) for any one claim, to cover any claim that may arise under or in connection with the Services, including but not limited to cover against defamation, negligence, malpractice, breach of duty or any other act or omissions in the performance of the Services. IBC shall be named as a beneficiary under this policy and provided with a copy of the policy if requested. The terms of the policy shall not operate to relieve the Successful Applicant of any of its liabilities under the Agreement. In addition, the Successful Applicant would be expected to maintain public liability insurance in an amount not less than US\$5,000,000 (five million United States dollars) for any one claim.

Financial Criteria

13. Please detail the total cost of the Proposal as detailed in Appendix F. The budget shall be provided in United States dollars (inclusive of all applicable taxes (e.g. service tax or VAT), clearly identifying inclusions and exclusions and pricing separately each part of the scope of Services set out in Appendix B. The Applicant's detailed budget should include a line-by-line breakdown of expenses. Full assumptions and specific costs should be provided to support how the pricing has been structured. If any taxes are included in the costs then the relevant taxes and amounts must be separately identified.
14. Please provide last three years of audited financial statements.

APPENDIX D

TIMETABLE

The current timetable for the Selection Procedure is as follows:

Activity	Date*
RFP published on ICC website and sent to potential Applicants	W/C 22 nd November 2020
Deadline for receipt of enquiries, requests for information or clarification from Applicants	CoP 10 th December 2020
Deadline for receipt by IBC of Proposals from Applicants	W/C 10 th January 2021

* Applicants are reminded that these dates may be amended by IBC, in its absolute discretion, for whatever reason and at any time.

APPENDIX E

DETAILS OF APPLICANT

IBC shall treat the following information as confidential:

1	Type of business activity:	
2	Address and headquarters:	
3	Phone number:	
4	Fax number:	
5	Email address:	
6	Website:	
7	Contact person, position in company and contact details:	
8	Trade register entry and legal status	
9	Composition of board of directors and management, including total number employees:	
10	Summary (in table form) of key personnel, including name, position, summary of skillset, estimated time commitment to implementing the Services as a percentage of their overall time:	
11	Parent company and/or holding structure and substantial shareholdings in other companies (> 25%):	
12	Details (including supporting documents) of the Applicant's financial status including, but not limited to, details of the most recent audited reports and accounts (last 3 years), Copy of the trade licence, general financial	

	performance and any applicable credit ratings.):	
13	References (previous business involvement in sport events and other major events); please indicate name, title/function, phone, email:	
14	Years of experience in the current business:	

By submitting a Proposal, I confirm for and on behalf of my organisation that I have read and understood the terms and conditions of the RFP issued by IBC for the appointment of an organisation to provide the Services, and I agree for and on behalf of my organisation that the organisation which I represent is and shall remain bound by such terms and conditions.

Signature: _____

Name: _____

Title: _____

Organisation: _____

Place: _____

Date: _____

APPENDIX F

PRICE QUOTATION

Applicants should provide as part of the Proposal a fully itemised unit breakdown of costs in line with the scope of services outlined in Appendix B and the ICC Tournament Intelligence Strategy.

As set out in paragraph 1.2 of the RFP, the Services will be for a maximum of three years.

- (a) All costs detailed in the price quotation must be in United States dollars on a per annum basis and all invoices shall be issued and paid in United States dollars;
- (b) The cost budget and any management fees shall be deemed to be inclusive of any and all taxes (including sales tax and VAT) and, further, shall be subject to any deduction or liability for withholding tax as may be applicable. If any taxes are included in the costs then the relevant taxes and amounts must be separately identified.
- (c) IBC shall pay the total fees (per annum basis) upon receipt of valid invoices which will be issued quarterly in arrears based on completion of the services to IBC's satisfaction. Subject to the above all approved invoices shall be paid within 30 days of receipt of such invoice.

APPENDIX G

NON-DISCLOSURE AGREEMENT

Date: _____

Dear Sir/Madam

Non-Disclosure Agreement

The purpose of this agreement ("**Agreement**") is to set out the arrangements between ourselves, ICC Business Corporation FZ LLC ("**IBC**"), being the Dubai-based operating subsidiary of the International Cricket Council Limited, a company incorporated under the laws of the territory of the British Virgin Islands and having its administrative office at Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai, United Arab Emirates (the "**ICC**"), and the company indicated below, (the "**Company**"/ "**you**") regarding the disclosure by IBC to you of confidential information in connection with a Request for Proposals ("**RFP**") to provide risk and intelligence assessments, to be issued by IBC to you, for the purpose of your submission of a response to the same (the "**Purpose**").

The terms of this Agreement are as follows:

1. For the purposes of this Agreement, "**Information**" means the existence and contents of this Agreement and any and all non-public, confidential or proprietary information, in whatever form, whether written or oral, including the terms of the RFP and all information disclosed to you in connection with such RFP, whether tangible or intangible, and which is now, or at any time on or after the date of this Agreement, disclosed to you by or on behalf of IBC or which relates to IBC's business in any way. This includes, without limitation, the schedule of events and the ICC Tournament Intelligence Strategy.
2. Certain Information in relation to the RFP will only be issued to you upon your acceptance of the terms of this Agreement, and such disclosure by IBC imposes no obligation on IBC to proceed with any business transaction with the Company or any third party.
3. In consideration for IBC agreeing to disclose Information to you, you shall keep all Information strictly confidential and you shall not disclose it to any third party without the prior written permission of IBC. The Information received hereunder shall not be used for any purpose other than the Purpose without the prior written permission of IBC.
4. Subject to the foregoing, the Company shall restrict access to Information received from IBC to only those of its personnel to whom such access is necessary for carrying out the Purpose and such personnel shall agree to abide by the obligations assumed herein. The Company shall be liable to IBC for any breach by its employees of such obligations.
5. The foregoing obligations shall not apply, or shall cease to apply, to any Information which:
 - a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Company; or
 - b) was known to you and obtained lawfully by you, prior to disclosure by IBC as proved by your written records; or
 - c) is disclosed to you by a third party without a duty of confidentiality to such party, the ICC and/or its group companies; or
 - d) is required to be disclosed by the rules of any competent listing authority or stock exchange or regulatory authority or by court order or operation of law.

Unless you are prohibited from doing so, you will give IBC reasonable prior written notice if you are required to disclose Information and, where reasonably practicable, you will give IBC the opportunity to object to or to limit such disclosure.

6. The Company shall take all reasonable precautions to protect Information from being disclosed to any third party. The Company shall not use a lower degree of care in safeguarding the Information than it uses for its own information of like sensitivity and importance and shall in no event use less than a reasonable degree of care and upon discovery of any unauthorised disclosure of Information in its possession the Company shall use its best endeavours to prevent any further disclosure or unauthorised use thereof.

7. IBC makes no representation or warranty with respect to any Information disclosed by it, and neither IBC nor any of its representatives shall have any liability hereunder with respect to the accuracy or completeness of any Information disclosed.
8. No licence under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the conveying of Information to you. None of the Information which may be disclosed or exchanged by IBC shall constitute any representation, warranty, assurance, guarantee or other inducement by IBC to the Company of any kind, and, in particular, with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property rights, or other rights of third parties.
9. The Company agrees to protect, indemnify and save IBC harmless from and against any and all damage, claims, suits, actions, judgments and costs and expenses whatsoever (including reasonable legal fees) arising out of, or in any way connected with, a breach of this Agreement by the Company.
10. The Company acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement and that IBC may be entitled to specific performance and/or injunctive relief and to any other remedy to which a party may be entitled to in law or in equity.
11. The failure of IBC to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of any such rights. If any provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected.
12. All material embodying Information or relevant or related thereto, whether or not supplied by IBC, shall be returned or destroyed promptly upon the written request of IBC and you shall notify IBC as soon as reasonably practicable when this request has been complied with.
13. This Agreement does not create any agency or partnership relationship. This Agreement is not assignable or transferable by either party without the prior written consent of the other party.
14. This Agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements between them. Amendments to this Agreement may only be made in writing and signed by you or another duly authorised signatory on behalf of the Company and by a duly authorised signatory of IBC.
15. This Agreement and any dispute or claim arising out of or in connection with this Agreement (including, without limitation, any dispute or claim relating to non-contractual obligations) will be governed by and interpreted in accordance with English law. Any dispute (including, without limitation, any non-contractual dispute or claim) arising from or in connection with this Agreement will be submitted to the non-exclusive jurisdiction of the English courts.

Please countersign and date below by way of acceptance of the terms and conditions set out above which you confirm constitute a legally binding agreement between the Company and IBC and return the duplicate copy of this letter to me.

Yours sincerely,

[not signed as sent electronically]

Jonathan Hall
General Counsel & Company Secretary
ICC Business Corporation FZ LLC

Accepted as an authorised signatory for and on behalf of:

Company Name: _____

Registered Address: _____

Signed: _____

Name: _____

Date: _____