



**ICC WOMEN'S
CRICKET WORLD CUP
NEW ZEALAND 2022**

Private & Confidential

REQUEST FOR PROPOSALS

SPORT PRESENTATION SERVICES

FOR THE ICC WOMEN'S CRICKET WORLD CUP NEW ZEALAND 2022

1. **INTRODUCTION**

The International Cricket Council (the “**ICC**”), acting through its wholly-owned subsidiary company, ICC Business Corporation FZ LLC (“**IBC**”), which is incorporated under the regulations of the Dubai Development Authority in the United Arab Emirates, owns or controls the commercial rights to the ICC Women’s Cricket World Cup New Zealand 2022, known as the “**Tournament**”.

IBC wishes to appoint a company to deliver a Sport Presentation (“**Sport Presentation**”) services programme including, without limitation, the services set out in Appendix B (the “**Services**”), in connection with the Tournament as described below.

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 in respect of the Tournament, 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 for the right to provide the Services in connection with the Tournament 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;
 - (d) world class innovation, content and technology; and
 - (e) trained personnel (including in particular, but without limitation, experienced and skilled management personnel).
- 2.3 In submitting a Proposal for the right to provide the Services in respect of the Tournament 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);
 - (c) a full, detailed breakdown of costs in relation to the Tournament within the Price Quotation (as set out in Appendix F and the accompanying budget spreadsheet titled Template F); and
 - (d) complete Appendix G (Chronological Estimation of Expenditure).
- 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 shall evaluate the Proposals based on the extent to which they reveal that such conditions and requirements have been or will be satisfied.

- 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 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 shall be appointed.
- 3.2 Queries should be addressed in an e-mail with the subject line "**ICC Women's Cricket World Cup 2022 – Sport Presentation Services - Query**" to:
- wkc22.sportainment@icc-cricket.com
- 3.3 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.
- 3.4 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 sent less than 5 (five) business days before the due date for receipt of Proposals as set out in the Timetable.

4. SELECTION PROCEDURE OVERVIEW

- 4.1 Each Applicant must send IBC an email outlining their interest to respond to the RFP, together with a signed non-disclosure agreement (included as Appendix I) no later than the due date prescribed in the Timetable to: wkc22.sportainment@icc-cricket.com
- 4.2 Upon receipt of the signed non-disclosure agreement, IBC shall provide Applicants with a copy of the creative brief and other Event-related information.
- 4.3 Applicants shall submit to IBC their Proposal documents by email, in English, no later than the due date prescribed in the Timetable to: wkc22.sportainment@icc-cricket.com
- 4.4 Each Applicant must attach all applicable documents in support of its Proposal in accordance with the requirements set out in clause 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.
- 4.5 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).

- 4.6 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 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.
- 4.7 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).
- 4.8 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;
 - (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;
 - (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; and
 - (d) the designation of an Applicant as the Preferred Supplier for the Services.
- 4.9 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.
- 4.10 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.
- 4.11 After careful consideration and thorough examination of the Proposals and, if applicable, the presentations, IBC shall, in its absolute discretion, confirm which Applicant (if any) it proposes to appoint as the Successful Applicant. 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 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.
- 4.12 The appointment of the Successful Applicant is subject to the conclusion of the Agreement between IBC and the Successful Applicant governing all rights and obligations related to the Services. The Agreement 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 or otherwise). The 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.

- 4.13 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 Tournament or parts of the Services, to reduce or increase the total number of Matches in respect of which the Services are required, and to suspend, discontinue, modify and/or terminate this RFP process (or any part thereof) at any time.

5. LEGAL PROVISIONS

- 5.1 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):
- 5.2 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.
- 5.3 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 LOC or another appropriate entity rather than IBC.
- 5.4 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 in respect of the Tournament or any Match.
- 5.5 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.
- 5.6 Without prejudice to clause 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.

- 5.7 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.
- 5.8 Each Applicant 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.
- 5.9 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.
- 5.10 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.
- 5.11 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 following receipt by IBC of its Proposal (whether or not an Agreement 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.
- 5.12 Each Applicant acknowledges that any and all intellectual property rights of IBC, LOC and the ICC (including, without limitation, to the name, logo and trophy for the Tournament) remain the exclusive property of IBC, LOC or 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.
- 5.13 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, 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.
- 5.14 Each Applicant acknowledges that, save as set out in the Agreement, all rights and opportunities in and in relation to the Tournament shall be exclusively reserved by IBC, LOC and/or the ICC (as appropriate).

- 5.15 IBC shall be able to rely on any and all representations made by each Applicant in its Proposal and/or in connection therewith.
- 5.16 No terms seeking to restrict in any way the discretion of IBC in the Selection Procedure will be accepted.
- 5.17 This RFP, the Selection Procedure and any and all related documentation, correspondence (including, without limitation any Proposal), any non-contractual obligations and any Agreement (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 pursuant to this RFP is subject to the conclusion of the Agreement 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 Applicant, governing all rights and obligations related to the Services to be provided by the Successful Applicant. The Agreement 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 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 accordingly (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 will only be able to assign/ sub-contract any or all of its rights and obligations under the Agreement with the express written permission of IBC. However, the Successful Applicant shall at all times remain primarily liable for the performance of all of its obligations under the Agreement notwithstanding any such sub-contract.
<i>Intellectual Property Rights</i>	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. The Agreement will require assignment by the Successful Applicant for any intellectual property rights that may be created or become vested in the Successful Applicant (or any sub-contractor) in the course of the performance of the Services from creation and a full indemnity for any intellectual property rights infringement.
<i>No Partnership</i>	Nothing in the Agreement 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>	IBC shall not be liable to the Successful Applicant under the Agreement 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.
<i>Termination</i>	The Agreement will detail termination events which will entitle the parties to terminate the Agreement.

APPENDIX A

DEFINITIONS

"Agreement"	means each long-form written agreement to be entered into between IBC and the Successful Applicant governing the provision by the Successful Applicant 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.
"City"	means a town or city selected to host a Match or Matches in the Tournament.
"Confidential Information"	means any and all aspects of this RFP, the Selection Procedure, the Tournament 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.
"Host"	means NZC, who have been appointed by the ICC to host the Tournament.
"ICC"	means the International Cricket Council, the international governing body for the sport of cricket, which has its administrative office at Street 69, Dubai Sports City, Sheikh Mohammad Bin Zayed Road, P.O. Box 500070, Dubai, United Arab Emirates.
"LOC"	means Cricket 2022 Limited as the general partner for Women's Cricket 2022 LP with its registered address at Level 4, 8 Nugent Street, Auckland 1021, New Zealand, which is the entity appointed by NZC as the local organising committee for the Tournament.
"Match"	means any official cricket played as part of the Tournament, (including warm-up matches).
"NZC"	means New Zealand Cricket, which has its administrative office at Level 4, 8 Nugent Street, Auckland 1023, New Zealand
"Preferred Supplier"	means the Applicant designated as such by IBC following the initial stage of the Selection Procedure.
"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 for the provision of the Services pursuant to the RFP process and the subsequent negotiation, finalisation and execution of the Agreement.
"Services"	means the services in respect of the Tournament set out in Appendix B.
'Sport Presentation'	means the match day entertainment that provides the spectator experience, including on field (in bowl) entertainment, off field (concourse /venue entries) entertainment, spectator activations and vision, Graphics and Music packages;
"Successful Applicant"	means the Applicant 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
"Tournament"	means the ICC Women's Cricket World Cup New Zealand 2022.
"Venue"	means the premises of any stadium, ground or place at which any Match is scheduled to be played and/or any other stadium or ground that may be selected by IBC for any training or practice facilities.
"Venue Inspection"	means the physical attendance by IBC and the Successful Applicant at the Venues in order to gauge specific requirements for the Services and, where necessary, refine aspects of the Proposals ahead of the final evaluation and the appointment of the Successful Applicant.

APPENDIX B

SERVICES

The Successful Applicant shall be required to provide the services listed below in connection with the Tournament, 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.

BACKGROUND

New Zealand Cricket will host the ICC Women's Cricket World Cup 2022. This eight team international competition represents the pinnacle of Women's ODI cricket.

Dates: Tournament - 04 March - 03 April 2022
 Final reserve day - 04 April 2022

Teams: Qualified teams as of January 2021 are New Zealand, England, Australia, South Africa and India. There are three teams still to qualify - a copy of the match schedule is attached as Appendix H.

Match Venues: Eden Park, Auckland
 Seddon Park, Hamilton
 Bay Oval, Tauranga
 Basin Reserve, Wellington
 Hagley Oval, Christchurch
 University Oval, Dunedin

SERVICES

This RFP identifies minimum deliverables for the Sport Presentation services. The successful proposal will be one which presents innovative enhancements to these requirements and incorporates the values and brand of CWC22 presented in the accompanying creative brief.

The successful respondent will be responsible for developing and delivering a consistent and integrated Sport Presentation program to enhance the Cricket World Cup experience for all audiences.

IBC is seeking a response that includes a creative proposal, delivery strategy and associated costs to create, manage and deliver the scope of services detailed below.

Match Day Entertainment

1. Music Strategy
 - Tailored to appeal to our target audiences and honour the playing nations.
 - Strategic assembly of music throughout the event to build anticipation and atmosphere to reflect the flow of the game.
2. Spectator Activations
 - Fresh non-commercial innovations to engage with key audiences.
 - Should be considered for in bowl, concourse and embankments.
3. Competitions
 - Original ideas to support the delivery of competitions throughout the tournament.

4. Ground Announcers & on-field presentation
 - Identify, contract and train an experienced, dynamic group of Ground Announcers and MCs.
 - Procurement, direction and operation of RF cameras.
5. Team Entry & National Anthems
 - Coordinating players, match officials, mascots and flagbearers for visually enticing ceremonies.
 - National anthems will be pre-recorded and provided by IBC.
6. Replay Screen & LED Sightscreen Content
 - Development and delivery of engaging fan content and cricket focused graphics including player bios, cricket milestones etc.
 - 'In-house' vision and graphics content design working with IBC, the LOC and their operational and commercial partners
 - Integration of the scoreboard into the screen content at venues where required
 - Liaise with IBC / the LOC as necessary to ensure that the design of content confirms to brand guidelines to exact specifications
7. Final Presentation
 - As per the tournament objectives, the respondent should include in their proposal plans for a unique, fresh and vibrant celebration for the winning team, including staging and any other relevant equipment. The plan and costings should be included separately within the proposal.

Commercial Partner Rights

8. Manage the integration of sponsor rights obligations at all matches.
9. Coordinate commercial partner sponsor activations forming part of the match day Sport Presentation program. Activations must be seamless and should ensure obligations to IBC sponsors are fulfilled at each match.
10. Integration with IBC broadcast partners to ensure all technical requirements are understood and delivered as agreed.

Staffing

11. Appoint a dedicated and suitably qualified Project Manager(s) who will:
 - Review, report and recommend a complete in-house managed delivery of the Sport Presentation program with the use of specialist contractors and partners to deliver a world-class service;
 - be available throughout the planning period of the Agreement and for a reasonable period following the Tournament whilst all de-installation and wrap-up activities are concluded;
 - attend regular meetings with IBC staff based in the Head Office in Dubai, United Arab Emirates (these could be via video) and in New Zealand during the planning period and lead up to the Tournament;
 - attend meetings as required in the LOC event offices at Auckland, New Zealand to support the Venue planning process;
 - attend Venue Inspections and coordinate attendance of contractors and partners and submit post-inspection reports for the purpose of implementing detailed Match-by-Match plans;
 - oversee day-to-day management of equipment installation & movement, staffing and content so that all Sport Presentation issues can be dealt with effectively and comprehensively to the satisfaction of ICC, and;
 - take full responsibility for overall delivery of the services.

12. Provide appropriate staffing prior to and during tournament with consideration to:
 - a necessity for local resource wherever possible;
 - one highly experienced venue manager for each Match of the Tournament, including provision for replacement personnel on standby;
 - Recruit (and train where necessary) an appropriate number of local staff as may be required to manage and implement the Services at each Venue;
 - travel and logistics schedules that take into consideration the intense match schedule of the Tournament over multiple cities;
 - staffing contingency plans;
 - management of all contractor and volunteer recruitment and operational duties; and
 - adherence with all accreditation and background checking requirements, particularly in relation to roles working with children.
13. Provide IBC with a staffing plan for approval, with schedule and contact details for all Venues of the Tournament.
14. Provide Venue managers with a mobile phone with a local SIM card and provide IBC / the LOC all contact details.
15. Manage company, contractor, supplier and performer as per LOC timelines.
16. Manage company visa requirements as per LOC timelines.
17. Ensure all uniforms, equipment, infrastructure and products of staff, specialist contractors and suppliers are commercially clean.
18. Ensure all key staff have a good command of English.
19. Ensure all staff have the legal right to work in New Zealand and ensure full compliance with applicable law.

Programme Management

20. Development and implementation of agreed timelines for the successful delivery of services.
21. The Successful Respondent will be required to define and agree KPIs and service levels with IBC and the LOC upon appointment.
22. Ensure content and file sharing capabilities between Applicant, IBC and the LOC
23. Provide regular and on-going communication and reporting.
24. Provide regular budget updates and establish regular management meetings to provide an update on delivery against agreed services.
25. Provide a detailed report following the tournament including without limitation expense statements and analysis of operations and performance for discussion with IBC as a part of the post-tournament review.
26. Implement and manage the fully costed solution within the agreed and specified constraints of the Tournament, ensuring quality and correct specification.
27. Provide reports as requested by IBC for each element of the Services including but not limited to programme management reporting, daily Tournament time reports and post-tournament reports.
28. Provide such other related services as IBC may reasonably request and are set out in the Agreement.

Volunteer Coordination

29. A small number of volunteers will be available to assist the successful respondent at each venue to be deployed as deemed fit to support Sport Presentation

operations. This will include volunteers for on-ground delivery and around ground activations.

30. Respondents should identify roles which can be fulfilled through the Tournament Volunteer Programme along with a breakdown of such roles and numbers.
31. The respondent must consider and detail the delivery of the role specific volunteer training, role allocation, daily briefing and well-being.

Operations & Logistics

32. Develop an appropriate and comprehensive Sport Presentation operations plan, including related policies and procedures for the tournament in consultation with IBC and the LOC.
33. Procure, supply and manage all equipment and technology required to deliver the agreed Services. An itemized cost should be provided with the Proposal. This includes the procurement of an Audio/PA system to ensure the highest standard of sound for capacity in each venue. PA system and audio equipment must be able to deliver high quality of sound for all aspects of the Match Day entertainment deliverables including live elements and should be integrated into existing systems where available at venues.
34. Undertake venue inspections as agreed and submit post-inspection reports which identify:
 - existing equipment and how it will be integrated;
 - additional requirements for furniture, fittings and equipment;
 - electrical power supply and broadband internet access; and
 - storage requirements at each venue.
35. Ensure all vehicle access movements for deliveries, refuelling and collection are registered on the MDS.
36. Ensure all testing and readiness checks are scheduled and undertaken at all Venues prior to match days.

Licences and clearances

37. Ensure all requisite permissions and clearances required on match day have been sourced and document the extent of coverage.

Health & Safety

38. Compliance with all health and safety requirements imposed by the IBC / the LOC and/or Venues and the undertaking of any induction required prior to accessing Venues.
39. Meet all occupational Health & Safety requirements required by any relevant law or regulation.
40. Implement any biosecurity planning or requirements into all operational planning.

Freight & Logistics

41. Liaise with IBC, the LOC and the Venues with regard to venue access, logistics, installation schedules and storage requirements.
42. Source storage facilities for those Venues where storage is not available.

43. Procure all access equipment and licensed operators as may be necessary to facilitate installation of Sport Presentation equipment (noting that the use of existing forklifts and pallet jacks is unavailable at most Venues).
44. Liaise with LOC to ensure the spaces and footprints for all Sport Presentation equipment and infrastructure are correctly represented on the Venue drawings.
45. Be responsible for the documentation, taxes and charges for any equipment and infrastructure brought into the country as may be required under conditions of import; including all documentation as may be required for import/re-export.
46. In consultation with the LOC, define requirements such as tables, chairs, electrical power supply and broadband internet access, amongst other requirements.

Insurance

47. Ensure sufficient levels of professional indemnity/negligence insurance are in place with a minimum level of coverage of US\$5million for each insurable event.

Health & Safety

48. Comply with all requirements imposed by IBC / the LOC and the Venue in relation to Health and Safety including providing SWM's, engineering, electrical conformity, providing evidence of insurance, undertaking any site induction or daily safety briefing required prior to accessing a Venue or commencing work.
49. Exercise a duty of care in relation to Health and Safety to the highest industry standards.
50. Meet all occupational Health & Safety requirements required by any relevant law or regulation.
51. Implement any biosecurity planning or requirements into all operational planning.

Financial

52. Provide IBC with details of contractors and partners as IBC or the LOC may want to contract directly to facilitate VAT recovery. In such circumstances the Successful Applicant would still be required to manage the contractors/partners.
53. Provide regular reports (including without limitation detailed financial reports) and establish monthly management meetings with IBC and the LOC as required to provide an overview of the Services in accordance with business plans approved by IBC and the LOC.
54. Provide a detailed report following the Tournament including without limitation expense statements and analysis of operations and performance for discussion with IBC as a part of the post-Tournament review.
55. Demonstrate identified opportunities for operational efficiency and economies of scale which will benefit IBC due to the appointment of one service provider to the Tournament.

IBC reserves the right to amend the scope of the Services at any time prior to execution of an Agreement by the Successful Applicant.

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 cricket market?
2. What relevant experience, if any, does the Applicant have within New Zealand?
3. How will the Applicant's experience and expertise in providing services of a similar nature in relation to previous global sporting events enable the Applicant to deliver the scope of the Services required?
4. What innovations, concepts, products or processes has the Applicant previously introduced in the delivery of Services of this nature? How will the Applicant apply any of the foregoing to the Services?
5. What other events would your organisation be charged with delivering from August 2020 up to and including the time of the Tournament?
6. How would your organisation be equipped to respond were the dates and/or Venues for the Tournament to be amended from those set out in Appendix B?
7. Please provide details of the Applicant's most recently delivered Sport Presentation programme for cricket.

Organisational Criteria

8. Please include a detailed staffing plan of how the Applicant intends to operate before and during the Tournament (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 who the Applicant proposes to act as its Account Director/Manager for the Tournament and how the Applicant believes their experience makes them suitable for this or this role.

The current New Zealand border restrictions mean that only staff critical to the tournament delivery (unless they are New Zealand citizens or permanent residents) will be granted an exemption from the border restrictions and allowed to enter the country. A mandatory 14-day self-isolation period would be required for any staff entering New Zealand. How would you resource your team to deliver the Services based on these restrictions?

9. How will the structure, composition and experience of the Applicant's project team ensure consistent service levels across the Tournament in line with the required timescales?
10. Will the Applicant have the capability to change staffing rapidly during the Tournament 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

11. Please provide an in depth “reverse brief” in which the Applicant details its understanding of the delivery requirements and strategies for the Services, highlighting cost effective solutions.
12. What are the Applicant’s processes for concluding and managing contracts as well as maintaining relationships with clients? Is the Applicant able to demonstrate any established connections within the sports events industry in New Zealand?
13. In addition to the staffing plan, please provide an overall project summary which sets out a proposed detailed project timeline, highlighting the key dates and milestones in the planning and implementation process.
14. 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.
15. 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.
16. What are the Applicant’s current levels of insurance in relation to Professional Indemnity, Public Liability and Directors’ and Officers’ E&O insurance? Would the Applicant propose to make any changes in relation to the Tournament? Would the Applicant’s current insurance policies be able to add IBC as an additional insured, as IBC would require?

Financial Criteria

17. Please detail the total cost of the Proposal in United States dollars (inclusive of all taxes), clearly identifying inclusions and exclusions, and pricing separately each relevant part of the scope of Services set out in Appendix B. The Applicant’s detailed budget should include a line-by-line breakdown of all expenses. Full assumptions and specific costs should be provided to support how the pricing has been structured. The Applicant shall provide a breakdown of anticipated expenditure by completing the template attached at Appendix F.
18. Please specify details of any other commercial terms the Applicant would expect.
19. Please provide supporting details on all categories of labour costs, all additional allowances, payments, and on costs used in the pricing of the labour component.

APPENDIX D

TIMETABLE

The current timetable for the Selection Procedure is as follows:

Occasion	Date *
RFP published on ICC website and sent to potential Applicants	01 February 2021
Deadline for receipt of email outlining intention to respond to RFP and signed non-disclosure agreement	07 February 2021
IBC to issue creative brief and brand guidelines on or before	08 February 2021
Deadline for receipt of enquiries, requests for information or clarification from Applicants	15 February 2021
Deadline for receipt by IBC of Proposals from Applicants	05 March 2021
Short-list of Applicants (which may require the delivery of a presentation, details of which will be advised by IBC).	15 March 2021
Selection and appointment by IBC of the Successful Applicant	30 March 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 2 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:	

1. RESPONDENT DETAILS

Date Business Commenced:		Total Employees:	
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2. KEY PERSONNEL

Function	Name	Position	Competency	Estimated time commitment*
<i>E.g. Executive Partner</i>	<i>John Smith</i>	<i>Managing Director</i>	<i>(insert relevant skills)</i>	<i>10%</i>

**Estimated time commitment to be contributed by the key personnel to this project of their total time.*

Note - Additional personnel can be added on a separate sheet

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 in connection with the Tournament, 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

Price Quotation (US\$) (To be completed by Applicant)
Please complete in an excel document

A fully itemised unit breakdown of costs for the Tournament should be provided against the services in Appendix B. Management fees and other costs must be clearly stated and must be **inclusive** of any and all taxes that may be chargeable thereon. Applicants are requested to note the following:

- (a) The fee for services delivered is expected to include but not be limited to:
 - i) Project Management
 - ii) Staffing, travel, accommodation, catering, subsistence/per diem costs
 - iii) Sports Presentation on field (in bowl) entertainment
 - iv) Sports Presentation off field (concourse/venue entries) entertainment
 - v) Vision, graphics and music packages
- (b) All costs related to the impact of Covid-19 biosecurity measures on the planning and operations must be itemised in a separate section with assumptions and rationale noted. At a minimum this should consider a 14-day managed isolation for all personnel entering New Zealand, and any corresponding isolation measures necessary upon return to their originating country;
- (c) IBC's preferred payment schedule for the Tournament shall be determined following review of the information provided in Appendix G (Chronological Estimation of Expenditure) by the Successful Applicant;
- (d) All costs detailed in the price quotation must be in US dollars and all invoices shall be issued and paid in US dollars; and
- (e) The cost budget and any management fees shall be deemed to be inclusive of any and all Taxes (including Sales Tax & VAT) and, further, shall be subject to any deduction or liability for Withholding Tax as may be applicable, provided that in such circumstances IBC shall deliver to the Successful Applicant evidence that Withholding Taxes have been deducted and deposited with or paid to the relevant taxing authority and shall provide a certificate to the Successful Applicant in accordance with the provisions of the relevant law.

<i>Heading 5</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub-Heading 6a										\$0
Sub-Heading 6b										\$0
Sub-Heading 6c										\$0
<i>Heading 6</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Proposed Payment Terms	<i>Insert</i>	\$0								

Notes:

Formatting

- * Please use the Headings that you use to formulate your budget submission
- * In doing so, please ensure that the cost areas (headings), where applicable, are factored in to your cashflow
- * Please feel free to add or delete headings or sub headings which are or are not applicable
- * The Template and Example Tables include formulas based on the current layout however, it is expected that the respondent will re-formulate the table to appropriately present the submission.

Management Fee/ Margins

- * IBC would appreciate and welcome transparency of management fees / margins.

Sunk costs

- * Please identify any costs that are 'sunk' once spent in line with the explanation below;
 - A 'sunk' cost for the purposes of this exercise is one that once spent, cannot be recouped, or deferred. The goods and / or services are 'locked in' and the money is committed at the date of payment (e.g. monthly salary costs or payment for an Trophy for which payment is 'sunk' but the benefit remains).
 - On the contrary, a 'retrievable' cost indicates money spent on goods and / or services which can be retrieved or recouped. This may be in the form of a part or full refund or simply a deferral of the benefit until a later date as stipulated by IBC. e.g. accommodation deposits.
- * Please indicate any costs that are 'sunk' by shading the appropriate month(s)/ cell(s) in yellow. Any unshaded cells will be interpreted as being 'retrievable' costs.

Please note that indicating amounts as 'sunk' or 'retrievable' is primarily to assist with planning and the structuring of the payment terms (as set out below) – it does not affect the obligation on the Successful Applicant in any relevant scenario to mitigate any amounts notified as 'sunk' to the extent reasonably possible.

Payment Terms

IBC will retain at least 30% of the contract value until 30 days after the Tournament once reconciliation is complete.

APPENDIX H**TOURNAMENT SCHEDULE**

Date	Match	Team Names	Venue
Fri 04 Mar 2022	NZL v Q*	New Zealand v Qualifier*	Bay Oval, Tauranga
Sat 05 Mar 2022	Q v RSA	Qualifier v South Africa	University Oval, Dunedin
Sat 05 Mar 2022	AUS v ENG*	Australia v England*	Seddon Park, Hamilton
Sun 06 Mar 2022	Q v IND*	Qualifier v India*	Bay Oval, Tauranga
Mon 07 Mar 2022	NZL v Q	New Zealand v Qualifier	University Oval, Dunedin
Tue 08 Mar 2022	AUS v Q*	Australia v Qualifier *	Bay Oval, Tauranga
Wed 09 Mar 2022	Q v ENG	Qualifier v England	University Oval, Dunedin
Thu 10 Mar 2022	NZL v IND*	New Zealand v India*	Seddon Park, Hamilton
Fri 11 Mar 2022	Q v RSA*	Qualifier v South Africa*	Bay Oval, Tauranga
Sat 12 Mar 2022	Q v IND*	Qualifier v India*	Seddon Park, Hamilton
Sun 13 Mar 2022	NZL v AUS	New Zealand v Australia	Basin Reserve, Wellington
Mon 14 Mar 2022	Q v Q	Qualifier v Qualifier	Seddon Park, Hamilton
Mon 14 Mar 2022	RSA v ENG*	South Africa v England*	Bay Oval, Tauranga
Tue 15 Mar 2022	AUS v Q	Australia v Qualifier	Basin Reserve, Wellington
Wed 16 Mar 2022	ENG v IND*	England v India*	Bay Oval, Tauranga
Thu 17 Mar 2022	NZL v RSA*	New Zealand v South Africa*	Seddon Park, Hamilton
Fri 18 Mar 2022	Q v Q	Qualifier v Qualifier	Bay Oval, Tauranga
Sat 19 Mar 2022	IND v AUS*	India v Australia*	Eden Park, Auckland
Sun 20 Mar 2022	NZL v ENG	New Zealand v England	Eden Park, Auckland
Mon 21 Mar 2022	Q v Q*	Qualifier v Qualifier*	Seddon Park, Hamilton
Tue 22 Mar 2022	RSA v AUS	South Africa v Australia	Basin Reserve, Wellington
Tue 22 Mar 2022	IND v Q *	India v Qualifier*	Seddon Park, Hamilton
Thu 24 Mar 2022	RSA v Q	South Africa v Qualifier	Basin Reserve, Wellington
Thu 24 Mar 2022	ENG v Q*	England v Qualifier*	Hagley Oval, Christchurch
Fri 25 Mar 2022	Q v AUS	Qualifier v Australia	Basin Reserve, Wellington
Sat 26 Mar 2022	NZL v Q	New Zealand v Qualifier	Hagley Oval, Christchurch
Sun 27 Mar 2022	ENG v Q	England v Qualifier	Basin Reserve, Wellington
Sun 27 Mar 2022	IND v RSA*	India v South Africa*	Hagley Oval, Christchurch
Wed 30 Mar 2022	SF1	Semi Final 1	Basin Reserve, Wellington
Thu 31 Mar 2022	<i>SF1 Reserve Day</i>	<i>Semi Final 1 Reserve Day</i>	Basin Reserve, Wellington
Thu 31 Mar 2022	SF2*	Semi Final 2*	Hagley Oval, Christchurch
Fri 01 Apr 2022	<i>Reserve Day*</i>	<i>Semi Final 2 Reserve Day*</i>	Hagley Oval, Christchurch
Sun 03 Apr 2022	FINAL*	Final*	Hagley Oval, Christchurch
Mon 04 Apr 2022	<i>Reserve Day*</i>	<i>Final Reserve Day*</i>	Hagley Oval, Christchurch

* Denotes D/N fixture

CWC22 MATCH TIMINGS - DAY MATCHES		
09:30 TBC	Gates open	TBC 1-2 hours before start of play
10:30	Coin toss	30 minutes before start of play
11:00	Start of 1st innings	Duration 3 hours, 10 minutes
14:10	Break	Duration 30 minutes
14:40	Start of 2nd innings	Duration 3 hours, 10 minutes
17:50	Scheduled end of play (estimated)	
18:50	End of play after additional time (estimated)	60 minutes additional time

CWC22 MATCH TIMINGS - DAY/NIGHT MATCHES		
12:30 TBC	Gates open	TBC 1-2 hours before start of play
13:30	Coin toss	30 minutes before start of play
14:00	Start of 1st innings	Duration 3 hours, 10 minutes
17:10	Break	Duration 30 minutes
17:40	Start of 2nd innings	Duration 3 hours, 10 minutes
20:50	Scheduled end of play (estimated)	
21:50	End of play after additional time (estimated)	60 minutes additional time

APPENDIX I

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 Sport Presentation services, 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.
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 trade mark, 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]

Anurag Dahiya
Chief Commercial Officer
ICC Business Corporation FZ LLC

Accepted as an authorised signatory for and on behalf of:

Company Name: _____

Registered Address: _____

Signed: _____

Name: _____

Date: _____