

World Transplant Games

Bidding and Evaluation Process

Winter Games

July 2016

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1. OVERVIEW

1.1 World Transplant Games

The World Transplant Games Federation (**WTGF**) is recognized as a Multi-Sports for All Organisation by the International Olympic Committee. It is a not-for-profit organisation with a head office in the UK governed by 11 councillors from across the world representing more than 60 member countries. The WTGF owns all right title and interest in the World Transplant Games.

WTGF stages the summer and winter World Transplant Games every two years. The Winter World Transplant Games were originally held in 19xx and have been staged in many cities and countries around the world with the last five being [insert names]. The next Games will be in 2018.

The Games fulfill a number of objectives:

- (a) encourage transplant recipients to seek full rehabilitation and undergo exercise and fitness to maintain their health;
- (b) utilise organised sport to achieve health and well-being outcomes;
- (c) provide a mechanism for transplant recipients to thank donors, carers and health care professionals; and
- (d) allow for the promotion of the need for more people worldwide to consider organ and tissue donation.

1.2 Objectives and Eligibility

This bidding and evaluation process relates to the Winter World Transplant Games 2018 and 2020 (**Games**). The awarding of these Games will be implemented through a competitive request for bids.

Any legal entity is eligible to apply to WTGF to host the Games (**Applicant**). Bids from member countries with strong government or local support will be viewed favourably by WTGF.

Any application or bid from an Applicant must comply with this Bidding and Evaluation Process and the Protocols for Hosting the Winter World Transplant Games (Protocols). The Protocols contains all the relevant information for Applicants when bidding for the Games, including commercial, operational, marketing and financial requirements. This document describes the process to be used by WTGF in evaluating bids for the hosting of the Games.

The objectives of this document are to:

- (a) assist with the examination and evaluation of Bids to determine the strengths of Applicants against each of the Assessment Criteria;
- (b) rank each Bid in accordance with the Assessment Criteria;
- (c) ensure that the assessment of Bids is undertaken fairly and in accordance with the approved process and methodology;
- (d) ensure that the bid process:
 - (i) is transparent and beyond reproach;
 - (ii) will result in a host that can deliver the desired objectives of the Games; and
 - (iii) has procedural fairness and rigour to withstand scrutiny from potential Applicants and other stakeholder; and
- (e) result in a host capable of hosting a world class Games in celebration of organ donation and transplants.

1.3 Queries

If an Applicant has any query in relation to the bidding and evaluation process or any of the requirements from the Protocols, it should email the WTGF Executive Manager at kim.renyard@wtgf.org. For fairness purposes, all queries and responses will be shared with all Applicants.

2. PROCESS

2.1 Application Process

A Bid (including any attachments) must be submitted in hard copy and electronic form to kim.renyard@wtgf.org no later than 5.00pm [GMT Time] on 30 September 2016.

In submitting a Bid, an Applicant must note the following:

- (a) The Application Form (a copy of which is attached as **Annexure A**) must accompany the Bid and be signed by an authorised person of the Applicant;
- (b) The Applicant is solely responsible for ensuring that all documents are submitted by the relevant date and time. Delays caused by delivery methods are the Applicant's responsibility; and
- (c) By submitting a Bid, the Applicant is deemed to have reviewed, acknowledged and agreed to the terms and conditions set out in this document without reservation or variation.

WTGF may, in its absolute discretion, exclude or permit any Bid by an Applicant which is not received in accordance with this document.

2.2 Timelines

The timeframes to the bidding and evaluation process are as follows:

- (a) Signed Bids are to be received by WTGF by 30th September 2016.
- (b) Bids are assessed by the Evaluation Panel based on the Assessment Criteria from the 30th September—15th November 2016.
- (c) WTGF Council to vote on preferred Games host no later than 1st December 2016.
- (d) Awarding of host to successful Applicant and the signing of Hosting Agreement by 15th December 2016.

This WTG Bidding and Evaluation Process and the Protocols are available online at www.wtgf.org.

3. EVALUATION PANEL

All Bids will be assessed by the Evaluation Panel.

3.1 Role of Panel

The Panel will:

- (a) assess and score each Bid against the Assessment Criteria in accordance with the Scoring System;
- (b) undertake any communication with Applicants which it believes may be necessary in order to clarify submissions (including Applicant interviews where necessary);
- (c) carry out or have carried out any checks or other research necessary to assess Bids; and
- (d) submit an Evaluation Report to the WTGF Council recommending the Applicant that should be awarded the Games.

4. ASSESSMENT CRITERIA AND SCORING SYSTEM

4.1 Assessment Criteria

The bidding requirements for the Games are specified in detail in the Protocols. Bids from Applicants must be based on those Protocols requirements and will be assessed against the following 10 criteria:

1. Host Capability
2. Governance and Structure
3. Games Vision and Legacy
4. Sports Programme

5. Venues and Operations
6. Ceremonies and Functions
7. Accommodation and Logistics
8. Health and Safety
9. Financial Arrangements
10. Government Support

Some of the requirements in the Protocols are specified as mandatory. These mandatory requirements represent the minimum standards that a Bid and Applicant must meet and relate largely to the important areas of venues, medical and safety standards. The health and safety of all athletes, officials and family is paramount to WTGF.

The Protocols also provides guidance on what is recommended for hosts as best practice to ensure the smooth, safe and successful delivery of major events. It also lists optional documentation which, whilst not compulsory, would be viewed favourably by the Evaluation Panel.

The following table summarises the Assessment Criteria. **An Applicant is welcome to submit any further or additional information in support of its Bid.**

No.	Criteria	Mandatory Documentation	Optional Documentation
1	Host Capability		
2	Governance and Structure	LOC Organisation Chart	Project Plan Risk Management Plan
3	Games Vision and Legacy		
4	Sports Programme	<ul style="list-style-type: none"> • List of Compulsory Sports • List of additional sports 	<ul style="list-style-type: none"> • Competition Schedule • Letters of support from local sports bodies
5	Venues and Operations	List of venues	Letters of support from venues or evidence of hire arrangements
6	Ceremonies, Events and meetings	List and venues for Cultural Events Venue for Games Headquarters and meetings	
7	Accommodation and Logistics	List of Accommodation	<ul style="list-style-type: none"> • Letters of support from accommodation provider • Transport Plan
8	Health and Safety	List of Hospitals Medical Committee members	
9	Financial Arrangements	Games Budget	Marketing and Media Plan
10	Government or Local Support	Evidence of state and/or local government support	<ul style="list-style-type: none"> • Evidence of government support on taxes, customs, and immigration and visas • Financial guarantees of support

4.2 Scoring System

The Evaluation Panel will individually review and assess each Bid against the Assessment Criteria and will give each criteria a rating between 0 and 5, in accordance with the following table:

Scale 0 - 5		
0	Poor	Did not address criteria
1	Inadequate	Insufficient or unclear information
2	Acceptable	Partially meets criteria
3	Good	Meets all criteria, but some deficiencies
4	Very Good	Exceeds many criteria with optional documentation
5	Excellent	Greatly exceeds criteria with optional and/or other documentation

Following the individual assessment of each Bid, the Panel members will assess the Bids against each other, allowing for standardisation of individual criteria scores across all Bids.

By consensus, the Panel will then generate one set of raw scores for each Applicant. In the event consensus cannot be reached by the Panel, a decision will be made by simple majority vote. The President will have the casting vote in circumstances where such a vote is tied.

Weightings will then be applied to each of the raw scores to provide a final total weighted score for each Applicant.

4.3 Weighting

Each of the Assessment Criteria has been accorded a weighting indicating its relative importance in the overall evaluation (i.e. a weighting of 15% indicates that the total points awarded in relation to that criteria will be adjusted to represent 15% of the total weighted score for each Applicant).

The Assessment Criteria have been allocated the following weighting:

Criteria	Weighting
Host Capability	5%
Governance and Structure	15%
Games Vision and Legacy	15%
Sports & Scheduling	10%
Venues and Operations	10%
Ceremonies, Events and Meetings	5%
Accommodation and Logistics	10%
Health and Safety	10%

Criteria	Weighting
Financial Arrangements	10%
Government Support	10%
TOTAL	100%

5. REPORTING

It is the responsibility of the Evaluation Panel to prepare a written evaluation report for the WTGF Council. That report must include the following:

- (a) overall recommendation of best Applicant to host the Games;
- (b) rank of each Bid in order of merit (the Bid with the highest (best) score receiving the Number 1 ranking, the Bid with the second highest (best) score will receive the Number 2 ranking and so on);
- (c) reasons and decision process involved in scoring the Bids. Apart from ensuring an auditable process, the information may be required for de-briefing sessions with unsuccessful Applicants; and
- (d) any recommended conditions on the awarding of the Games to an Applicant to address specific concerns.

The Report will be submitted to the WTGF President.

The WTGF Council will review and consider the Panel's Evaluation Report and recommendation and approve or reject the recommendation. For the avoidance of doubt, the Panel is preparing a recommendation only, and the decision as to which Applicant is awarded the Games is ultimately a decision of the WTGF Council.

6. PROBITY AND CONFLICTS

The probity and independence of the application process is critical. It is therefore inappropriate for any potential or actual Applicant to have any uninvited contact with any member of the Evaluation Panel (other than written queries directed to the WTGF Executive Manager).

The Applicant must divulge to WTGF all potential conflicts of interest on or before the date Bids are submitted to WTGF. Failure to make adequate disclosure will be grounds for WTGF terminating the Bid or any agreement arising from the Bid.

7. HOSTING AGREEMENT

The successful Applicant will be required to enter into the legally binding Hosting Agreement with WTGF (a draft copy of which is attached as **Annexure B**).

By submitting a Bid, the Applicant warrants to WTGF that it is properly authorised to and will sign the Hosting Agreement if it is successful.

ANNEXURE A – APPLICATION FORM

**WINTER WORLD TRANSPLANT GAMES 2018 and 2020
EXPRESSION OF INTEREST FORM**

The Applicant (details below) applies to the World Transplant Games Federation (**WTGF**) to host the World Transplant Games 2018 and/or 2020 (**Games**) on the terms of the Bid Manual and the Bidding and Evaluation Process (**Bid**).

Applicant Details:

Applicant Entity Name	
Company Registration Number	
Registered Address	
Contact name	
Phone	
Email	
Website	
Host City	

Terms:

In submitting a Bid, the Applicant:

1. agrees to comply with the terms of the Bid Manual and the Bidding and Evaluation Process document;
2. must meet all costs and expenses associated with the submission and evaluation of its Bid;
3. presently assigns to WTGF all existing and future intellectual property rights in materials, works or other deliverables created by the Applicant in the course of submitting a Bid (**Deliverables**) and, in relation to any moral rights it may have, consents to WTGF performing all acts necessary or desirable to enable WTGF to fully exploit Deliverables, and not attributing Applicant as the author of Deliverables;
4. must keep confidential all information or material concerning WTGF, the Games, and any other information specified by WTGF as confidential;
5. confirms that it has not given, offered to give, nor intends to give at any time any inducement or reward, including gift, loan, gratuity, endorsement or favour to any director, officer or employee of WTGF in connection with the submitted Bid;
6. agrees, if successful in its Bid and selected to host the Games, to:
 - a. sign the Hosting Agreement with no significant variations or additions;
 - b. pay WTGF the Host Fee of US\$10,000 in 2018 and US\$12,000 in 2020 and a capitation fee of US\$80 per Games attendee;
7. agrees to not bring any claim or proceeding against WTGF for any damage, loss, injury or liability it may suffer in relation to the bidding and evaluation process. Except for liability that by law cannot be excluded, WTGF excludes all liability to Applicant in tort (including negligence), contract or bailment for acts or omissions of WTGF, its employees and contractors arising out of or in relation to the bidding and evaluation process, including the success or otherwise of the Bid.

Signature:

By signing this document I agree to the terms and warrant that I am authorised to do so on behalf of the Applicant.

Date:

.....
Signature

.....
Full Name

ANNEXURE B – HOSTING AGREEMENT

HOSTING AGREEMENT

BETWEEN

WORLD TRANSPLANT GAMES FEDERATION

AND

[HOST]

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BETWEEN **WORLD TRANSPLANT GAMES FEDERATION** of Basepoint Business Centre, 1
Winnall Valley Road, Winchester SO23 0LD United Kingdom (**WTGF**)

AND The host as specified in Item 1.1 of Schedule 1 (**Host**)

1. BACKGROUND

- 1.1 WTGF is the owner of the World Transplant Games, the Marks, the Commercial Rights and any other rights connected with the Games.
- 1.2 Host wanted to host the Games and provided WTGF with a submission based on the terms of the Protocols for Hosting the Winter World Transplant Games (**Submission**).
- 1.3 This Agreement is the terms on which WTGF grants, and Host accepts, the right to host the Games.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

Advertising Material means advertising, promotional, marketing or other material to be used by Host (in any media or on any platform) in connection with the Marks or the promotion of the Games.

Ambush Marketing means marketing, promotional, advertising and public relations activities relating to the Games, which are intended to capitalise on the goodwill associated with the Games or make unauthorised use of any rights and opportunities relating to the Games (including any tickets), but which are undertaken by a person not authorised to do so by WTGF or Host.

Protocols means the Protocols for Hosting the Winter World Games document provided by WTGF to potential applicants (including the Host) interested in bidding to host the Games.

Brand Guidelines mean the graphic standards and guidelines in relation to the use and reproduction of the Marks as provided by WTGF to Host from time to time.

Budget means the budget for the Games as specified in Schedule 4 (Budget), which is inclusive of all Deliverables, Equipment, Personnel, Services and other Host obligations under this Agreement.

Commercial Rights means any and all commercial rights and opportunities in relation to the Games, including:

- (a) media rights, including all forms of broadcasting, mobile, radio, internet, data and related rights (whether known now or devised in the future);
- (b) sponsorship;
- (c) hospitality, catering, pourage, concession and vending rights;
- (d) merchandising and licensing rights;
- (e) publication and film rights; and
- (f) advertising, promotion and marketing.

Confidential Information of a party means the following information in any form:

- (a) all confidential information (including trade secrets, confidential know-how, market research and strategies and sponsor and financial information) relating to that party from time to time;
- (b) of which the other party becomes aware, both before and after the day this Agreement is executed.

Confidential Information of WTGF includes Data and information concerning the Games before it is made public.

Data means any personal or contact information, demographics or any other data or information collected by or on behalf of WTGF, including from Teams and accompanying persons.

Deliverables mean the works, documents or deliverables created or generated by Host (whether on its own or with WTGF or contractors) in the course of supplying Services or meeting its obligations under this Agreement (including the Host Country Manual), including Financial Accounts, Budget, risk management plan, security plan, medical plan and food and medical waste management.

Dispute means a dispute arising out of or relating to this Agreement, including a dispute about the breach, termination, validity or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement.

Equipment means any property, goods, equipment or signage brought into a Venue or its surroundings by or on behalf of Host, including any sports equipment or temporary infrastructure required for the design, management or delivery of the Games.

Financial Accounts mean the profit and loss statement, balance sheet and cash flow statements to be provided by the Host to WTGF in the standard format as notified by WTGF.

Force Majeure means any cause preventing any party from performing any or all of its obligations that arises from or is attributable to acts, events, omissions or accidents beyond the control of the party so prevented, including any strike, lockout or other industrial dispute (except of its own employees or contractors), fire, failure or shortage of power supplies, satellite or other communications links or technical failure, abnormally inclement climate conditions, flood, lighting, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, breach of security at a Venue, disease, civil commotion or armed conflict, war, terrorist action or the threat of any of the foregoing.

Games means the Winter World Transplant Games 2018 and 2020 involving the staging of the Sports and the Other Events during the Games Period.

Games Officials mean the referees, umpires and other technical officials appointed to run the Sports.

Games Period means the period over which the Games are to be staged, as specified in Item 1.3 of Schedule 1 (Hosting Details).

Host Country Manual mean WTGF's operational protocols for the hosting of the Games (including Other Events) together with applicable timeframes and responsibilities, including registration, accommodation, transportation, catering, meetings, and any other operational or hosting requirements, as updated by WTGF from time to time.

Host City means the city in which the Games are to be staged, as specified in Item 1.2 of Schedule 1 (Hosting Details).

Insolvency Event affecting a person means:

- (a) the person disposes of all or substantially all of its assets, operations or business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the person's legal obligations);
- (g) any step is taken to enter into any arrangement between the person and its creditors;
- (h) the person ceases to be able to pay its debts as they become due;
- (i) the person ceases to carry on business;
- (j) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the person's assets or business; or
- (k) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any party of the person's assets or business.

Intellectual Property Rights means all intellectual property rights, including:

- (a) patents, copyright, registered designs, trade marks and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of those rights.

List of Requirements means the summary of the key Host obligations from the Host Country Manual, as specified in Schedule 6 (list of Requirements).

Marks mean the name, logo, mascot, trophy and any other emblem and official music associated with the Games, including the marks as specified in Schedule 5 (Marks).

Medical Minimum Standards mean the minimum standards promulgated by WTGF in relation to medical facilities and spaces, and equipment and supplies.

Merchandise means all merchandise and licensing of any kind sold at the Games, including items of clothing, headwear, scarves, flags, drink containers, coins, commemorative medals, games (electronic or otherwise), other collectibles or memorabilia.

Official Programme means the programme for the Games providing information around WTF, Host and Teams as specified in the Host Country Manual.

Other Events mean the events, functions or meetings staged as part of the Games, including:

- (a) welcome events;
- (b) Opening Ceremony;
- (c) Closing Ceremony;
- (d) WTGF Council, General Assembly and Delegation meetings, as agreed;
- (e) Team Managers' Meetings and Sports and Games related workshops;
- (f) Donor recognition and cultural events as agreed;
- (g) Media launches, conferences and interviews; and
- (h) any other events, functions or meetings otherwise agreed between Host and WTGF.

Personnel means any personnel engaged by the Host (whether paid or unpaid), including Games Officials.

Services mean any services supplied by or for Host (including by Personnel) in relation to the planning, staging or promotion of the Games, including the supply of Deliverables and Equipment.

Sports means the sports involved in the Games as specified in Schedule 3 (Sports).

Teams mean the competitors and accompanying persons of teams registered to participate in the Games.

Term means the term of this Agreement being the period of time from the date the Agreement is signed by both parties to the date [90 days] after the Games has finished.

Venues means the competition and training venues where the Sports are to be played, as specified in Schedule 2 (Venues).

Venue Minimum Standards mean the minimum standards promulgated by WTGF in relation to Venues, including facilities and spaces, spectator services, team and official requirements, police and security requirements and media requirements.

World Partners means any official entity to which WTGF grants any marketing or sponsorship rights in relation to the Games up to a maximum of three.

WTGF Costs mean the costs in relation to the staging of the Games that remain the responsibility of WTGF, being in relation to the Marks, World Sponsors and registration system for Teams.

WTGF Delegation means the WTGF President, WTGF Council and delegates up to a maximum of 13 people.

WTGF Regulations mean rules, regulations or policies promulgated by WTGF from time to time that relate to the staging of Games, including Venue Minimum Standards, Medical Minimum Standards, Host Country Manual, List of Requirements, Branding Guidelines, Sports Rules and Code of Conduct. Copies are available on the WTGF website or on request.

2.2 In this Agreement:

- (a) any use of the word 'includes' or words such as 'for example' or 'such' do not limit anything else that is included in general speech;
- (b) words importing the singular number or plural number includes the plural number and singular number respectively;
- (c) the word 'person' shall include a corporation;
- (d) any reference to '\$' or 'dollars' is to United States dollars;
- (e) the Schedules to this Agreement are an integral part of this Agreement and, unless the context otherwise requires, a reference to this Agreement includes a reference to the Schedules;
- (f) a reference to this Agreement or any other document includes a reference to that Agreement or document as amended or replaced and notwithstanding any changes in the identity of the parties;
- (g) reference to "parties" means the parties to this Agreement and reference to a "party" mean one of the parties to this Agreement; and
- (h) 'business day' means any day excluding a Saturday, Sunday and any other day which is a gazetted public holiday in the United Kingdom.

2.3 If there is any inconsistency between a term of this Agreement and a term or terms of a Schedule, the term of this Agreement governs to the extent of that inconsistency.

2.4 Except for a matter determined in accordance with clause 18 (Dispute Resolution), WTGF will interpret all terms of this Agreement and any WTGF Regulations from time to time and any such interpretation will be final and binding on every person.

3. GRANT OF RIGHTS

3.1 Host acknowledges and agrees that WTGF owns the Games, the Marks, the Commercial Rights and any other rights connected with the Games.

3.2 WTGF grants Host during the Term the exclusive right to host the Games during the Games Period in the Host City on the terms of this Agreement.

3.3 Host warrants that:

- (a) the information provided in its Submission was to the best of its knowledge accurate, complete and up to date and acknowledges that WTGF relied on that information in granting the licence specified in clause 3.2; and
- (b) it has not entered into this Agreement in reliance on the Protocols or any information, statement, representation, warranty, condition, promise or undertaking, whether express, implied or arising from conduct (including conduct by silence or omission) made or given in the course of tendering, negotiations or otherwise (**representation**), except to the extent that the representation is repeated in the express terms of this Agreement.

4. GENERAL HOST OBLIGATIONS

4.1 Host must, on the terms of this Agreement:

- (a) organise and present the Games to a standard befitting of the reputation and stature of the World Transplant Games as a global sports participation event;
- (b) stage the Sports at the Venues during the Games Period, including through the supply of Equipment and Games Officials;
- (c) provide the Venues in accordance with Venue Minimum Standards;
- (d) arrange the accreditation, accommodation, transportation and catering for the Teams in accordance with the Host Country Manual;
- (e) stage the Other Events in accordance with protocols specified in the Host Country Manual;
- (f) ensure, so far as is reasonably practicable, the health and safety of Teams;
- (g) promote and market the Games to maximise exposure and awareness;
- (h) produce the Official Programme and sell Merchandise;
- (i) pay a host license fee of \$_____ to the WTGF
- (j) deliver the Games substantially in accordance with the Budget; and
- (k) on a regular and frequent basis exchange information with WTGF concerning the organisation of the Games.

4.2 Host must:

- (a) supply all Services with due care and skill;
- (b) ensure Equipment is fit for purpose and free from defects in materials, design, workmanship and installation;
- (c) ensure that it has sufficient, suitable and qualified Personnel to enable it to meet its obligations under this Agreement;
- (d) ensure Personnel are properly qualified under any applicable law (or relevant professional body) and have obtained the relevant permission from applicable authorities to supply Services;
- (e) obtain and maintain all rights, consents and authorisations necessary to stage the Games and to comply with this Agreement, and provide WTGF with copies on request;
- (f) comply, and ensure its Personnel comply, with:
 - (i) all applicable standards, awards, laws and regulations (including workplace health and safety laws and consumer protection laws);
 - (ii) this Agreement, including WTGF Regulations and Host Country Manual; and
 - (iii) all directions of WTGF within the scope of this Agreement; and
- (g) ensure that it and each of its Personnel at all times:
 - (i) maintain a high and professional reputation;
 - (ii) do not bring WTGF or the Games into disrepute; and
 - (iii) do not alone, jointly or severally, engage in any unbecoming conduct or behaviour which, in WTGF's opinion, is prejudicial or likely to be prejudicial to the interests or reputation of WTGF or the Games.

5. GAMES ORGANISATION

- 5.1 Host must establish a Local Organising Committee (**LOC**) to manage the planning and delivery of the Games. The Host must within 90 days of the signing of this Agreement, provide to WTGF for approval an organisation chart for the LOC setting out a summary of the reporting structure and responsibilities of the various personnel identified, including a tournament director, commercial/marketing manager, event operations manager, media/communications manager, medical co-ordinator and financial controller.
- 5.2 Host must make all arrangements, at its own cost, for the successful organisation of the Games in compliance with the Host Country Manual and the List of Requirements. More specifically, Host must make all necessary arrangements for each Team, Games Officials and the WTGF Delegation during the Games Period as follows:
- (a) Games headquarters suitable to host the registration and all required meetings venues;
 - (b) internal travel and transport arrangements within the Host City, Venues for Sports and Other Events, meetings and accommodation together with reasonable baggage;
 - (c) accommodation and catering;
 - (d) accreditation and registration of Teams;
 - (e) Games results and medals;

- (f) Medical requirements; and
- (g) volunteers and LOC.

5.3 The health and safety of Games competitors is paramount to WTGF. The Host must:

- (a) establish an LOC Medical Committee;
- (b) appoint a Games Chief Medical Officer who must be able to communicate in English; and
- (c) develop a Medical Plan that complies with the Minimum Medical Standards and provide to WTGF for written approval.

6. SPORTS

6.1 Host must:

- (a) use the WTGF registration system for the registration of Teams;
- (b) use the Sports Rules for the conduct of the Sports;
- (c) comply with the Sports general and specific requirements in the Host Country Manual, including in relation to format, draws and Games Officials; and
- (d) maintain a results system throughout the Games Period so that results and medal count are provided to Teams and WTGF on a timely basis. Within two weeks post the event, the final audited results and medal counts should be made available to all countries.

6.2 WTGF must establish a Games Judiciary Committee with a representative from the LOC, which will have the final say in relation to Sports or Team protests.

7. VENUES

7.1 Host must ensure Venues;

- (a) comply with the Venue Minimum Standards and Medical Minimum Standards at all times;
- (b) are adequately and appropriately staffed and policed and provided with all necessary emergency medical services and facilities to a standard satisfactory to WTGF;
- (c) conform to all statutory, legal, regulatory and local requirements; and
- (d) have suitable facilities, public address and sound systems, to a standard that is commensurate with an event of the stature and reputation of the Games.

7.2 Host must provide comprehensive security at each Venue and other relevant locations to the satisfaction of WTGF and ensure that all appropriate and necessary security precautions are in place for the Games, including liaison with local police and other relevant security providers in relation to ground control and security in and out of Venues.

7.3 Venues must be available at all times from the date of this Agreement for inspection by WTGF to enable it to monitor the compliance by Host with its obligations pursuant to this Agreement. The details of inspection tours are as specified in the Host Country Manual.

7.4 If a Venue does not comply with this clause or the Venue Minimum Standards, WTGF may direct the Host to move a Sport to an alternative venue and to meet all costs associated with that move.

8. INTELLECTUAL PROPERTY AND BRANDING

8.1 Host presently assigns to WTGF all existing and future Intellectual Property Rights in Deliverables and Data.

8.2 WTGF:

- (a) owns all right, title and interest in the Marks and Data;
- (b) does not claim ownership of anything of Host that is not developed, created or generated specifically for WTGF or the Games;
- (c) grants Host a non-transferable, non-exclusive royalty free licence to use and reproduce the Marks during the Term only for the following permitted purposes:

- (i) to promote the Host's staging of the Games;
 - (ii) for administrative purposes, including use on stationery, business cards, websites, media releases and reports;
 - (iii) to sub-license to sponsors and to produce and sell Merchandise and the Official Programme; and
 - (iv) for any other internal or non-commercial use with WTGF's prior written consent; and
- (d) will, in conjunction with the Host, develop brand protection strategies to restrict Ambush Marketing and unauthorised use of Marks.

8.3 Host must:

- (a) not use, or allow others to use, the Marks without WTGF's prior written consent;
- (b) use the Marks as provided (including any naming rights partner) and only in accordance with WTGF's consent and the Brand Guidelines;
- (c) not have any third party name, logo or any other mark affixed to or as a part of Advertising Materials or promotions that display the Marks;
- (d) brand the Venues in accordance with the Host Country Manual; and
- (e) not challenge, apply for trade mark or take any steps that may prejudice WTGF's ownership of Marks, including by objecting to WTGF's registrations.

8.4 If Host wants to use a Mark on Advertising Materials or Merchandise, Host:

- (a) must comply with the approvals process as provided by WTGF from time to time and this clause 8;
- (b) must submit preliminary artwork and samples of Advertising Materials or Merchandise to WTGF for prior written approval at least 30 days before it starts production together with method of distribution, proposed location and timing of distribution;
- (c) must ensure Advertising Materials or Merchandise produced conform to the samples provided;
- (d) will immediately withdraw any Advertising Material or Merchandise in circulation that have not been approved by WTGF or that do not comply with this clause 8; and
- (e) acknowledges that WTGF approval relates only to the Mark and WTGF makes no representation or acceptance of Advertising Materials or Merchandise quality or legality.

8.5 If consent is granted by WTGF under this clause, all uses of the Marks by Host must reproduce fully, accurately and without embellishment the colour, design and appearance of the Marks as shown in the Brand Guidelines.

8.6 If Host's use of Marks does not comply with the terms of this Agreement or the Brand Guidelines, or is in any way prejudicial to WTGF's rights or interests, WTGF may give written notice requesting that Host corrects the use of the Marks within a nominated timeframe and Host must, at its expense, correct the use of the Marks to WTGF's reasonable satisfaction.

8.7 Host must seek the written approval of WTGF if it intends to create a mascot for the Games. Any mascot approved by WTGF must be used only in accordance with WTGF's direction, approval and conditions of use. Host must ensure that any and all Intellectual Property Rights in respect of such mascot are assigned to WTGF in perpetuity.

9. MEDIA AND COMMUNICATIONS

9.1 Host must market and promote the Games in accordance with the Host Country Manual. Without limiting the generality of this obligation, Host is responsible for:

- (a) public relations;
- (b) media plans and management of media operations;
- (c) controlling media accreditation to the Games, including processing applications and issuing accreditation terms, and handling all media enquiries that relate to the staging of the Games;
- (d) creating a website to be the exclusive home of the Games and social media accounts. English is the official language of WTGF and so website and social media must be made available in English;

- (e) producing regular and up to date content, images and video for the website and social media; and
- (f) providing appropriate match day facilities for media at Venues.

9.2 WTGF must approve all media releases relating to the Games or this Agreement. Accordingly, WTGF and Host must first consult with each other to agree on the wording and timing of all media releases in relation to the announcement of this Agreement and the on-going operation or termination of this Agreement.

9.3 Host must not conduct any press conferences or media interviews relating to the Games without the prior written consent of WTGF, which must not be unreasonably withheld or delayed.

10. CONFIDENTIALITY AND PRIVACY

10.1 Host acknowledges that Confidential Information of WTGF, and in particular information about the Games, is of great value and importance to WTGF such that the unauthorised use, disclosure or duplication of it would result in significant harm to WTGF and the Games.

10.2 Each party:

- (a) may use Confidential Information of the other party solely for the purposes of this Agreement;
- (b) except as permitted under clause 10.2(c), must keep confidential all Confidential Information of the other party; and
- (c) may disclose Confidential Information of the other party only:
 - (i) to persons who:
 - (A) are aware and agree that the Confidential Information of the other party must be kept confidential; and
 - (B) either have a need to know (and only to the extent that each has a need to know), or have been specifically approved by the other party;
 - (ii) where disclosure is legally required;
 - (iii) in the case of the Host, where it is a disclosure to Parliament, or Parliamentary or Cabinet committee having a proper interest in this Agreement; or
 - (iv) in the case of WTGF, where disclosure is required by WTGF Regulations.

10.3 Even though information is the Confidential Information of a party, the other party does not have to comply with clause 10.2 in relation to that Confidential Information if the Confidential Information:

- (a) becomes public knowledge during this Agreement; or
- (b) was already in the possession of, or independently generated by, the other party, in circumstances where there was no breach of any obligation of confidence.

10.4 Privacy is important to WTGF and WTGF recognises that individuals have the right to control their personal information. Accordingly, Host must collect, use and disclose Data only for the purposes of this Agreement and in accordance with privacy laws and regulations.

11. FINANCING AND BUDGET

11.1 WTGF is mindful of the investment involved in staging the Games. To this end, WTGF grants the Host the Commercial Rights for the Games for the Term and allows Host to retain all revenue received from the exploitation of the Commercial Rights.

11.2 Host:

- (a) may appoint its own sponsors or suppliers during the Term provided it obtains the prior written consent of WTGF, which will not be unreasonably withheld or delayed. Host sponsors cannot be granted naming rights and must not compete with the World Partners; and
- (b) must provide WTGF [180 days] before the Games starts with a price structure for any Merchandise program, including list of products.

11.3 In consideration of the grant of Commercial Rights, Host is solely responsible for meeting all the expenses and costs of staging the Games (other than WTGF Costs), including in relation to:

- (a) centralised administration and LOC;
- (b) travel, accommodation and catering for Teams, Games Officials and WTGF Delegation;
- (c) Venues;
- (d) Sports and Other Events;
- (e) marketing, media and communications;
- (f) security, safety and medical;
- (g) servicing of holders of Commercial Rights; and
- (h) any tax that may be levied, GST or otherwise, in respect of the expenses or costs.

11.4 Host must indemnify WTGF against any United Kingdom or other overseas tax assessed on WTGF by any revenue or equivalent authority to the extent that the tax is assessed by reference to the deemed receipt by WTGF of revenue received from any Games revenue, including the exploitation of Commercial Rights.

11.5 Host agrees that WTGF is not liable or responsible for any costs and/or losses in respect of the organisation, staging or conduct of the Games.

12. RECORDS AND REPORTING

12.1 Host must procure that all aspects of the Games are the subject of quality assurance and management systems and meet the highest levels of industry service standards.

12.2 Host must:

- (a) supply detailed Budget at least two years and then one year before the start of the Games Period;
- (b) supply Financial Accounts in the standard format on a quarterly basis;
- (c) issue quarterly reports to WTGF on all of its activities in relation to its obligations under this Agreement. Decisions taken by WTGF following receipt of such reports must be acted on expeditiously by Host;
- (d) keep adequate records, documents and accounts in sufficient detail to enable its compliance with this Agreement to be verified (**Records**);
- (e) liaise with and co-operate with WTGF contractors, agents and employees where required by WTGF in order to achieve the objectives of this Agreement;
- (f) notify WTGF immediately after becoming aware of anything that is likely to or will result in a delay in supply of any part of the Games specifying:
 - (i) the nature and status of the problem;
 - (ii) the steps being taken to minimise the impact of the problem; and
 - (iii) whether the problem is caused by something outside Host's reasonable control; and
- (g) comply with all requests made by WTGF to prevent, or minimise the impact of, the delay or failure.

12.3 During this Agreement and for 6 months after termination of this Agreement, WTGF or its authorised representatives may enter the Host's premises during regular business hours by giving notice to the Host (by phone, mail or facsimile), to do any of the following:

- (a) examine and copy Financial Accounts and Records;
- (b) conduct an audit; and
- (c) ascertain the Host's compliance with its obligations under this Agreement.

13. INSURANCE AND LIABILITY

13.1 Host is responsible for risk identification, assessment and management of the Games. Host must provide a Risk Management Plan to WTGF for approval at least [12 months] from the start of the Games Period.

13.2 Host must:

- (a) obtain and maintain USD \$5 million public liability insurance naming WTGF as an additional insured;
- (b) obtain and maintain adequate additional insurance of types and levels satisfactory to WTGF to cover its obligations under this Agreement, including supply of Personnel, Equipment, Advertising Materials and Services;
- (c) obtain and maintain all workers' compensation insurance required by law;
- (d) ensure its subcontractors have sufficient appropriate insurance to satisfy their obligations arising out of or in relation to this Agreement; and
- (e) provide, on WTGF's request, evidence satisfactory to WTGF of the existence, currency and contents of the insurance specified in this clause and promptly notify WTGF of any material changes to Host's insurance.

13.3 Host must, as soon as practicable, inform WTGF in writing of any occurrence that may give rise to a claim under a policy of insurance required by clause 13.2, and must keep WTGF informed of all subsequent developments.

13.4 WTGF will arrange for the provision of medical repatriation insurance for registered participants of Teams.

13.5 Host indemnifies WTGF and its members, officers, employees and agents from all liability, expenses, losses, damages and costs (on a full indemnity basis and whether incurred by or awarded against them) that WTGF may sustain or incur as a result of:

- (a) a breach of any term of this Agreement;
- (b) the negligence of Host or any Personnel or contractor of the Host in relation to this Agreement; or
- (c) claims by any person in respect of personal injury or death, or loss of or damage to property, arising out of or as a consequence of Host's staging of the Games, including occupancy of a Venue.

13.6 Each party excludes:

- (a) to the extent permitted by law, from this Agreement all conditions, warranties and terms implied by statute, general law or custom; and
- (b) all liability for consequential or indirect damages arising out of or in relation to this Agreement, including lost revenue, lost profits and damage suffered as a result of claims by any third person.

13.7 Host agrees not to bring any claim or proceeding against WTGF for any damage, loss, injury or liability a person may suffer in participating in, or watching, the Games. Except for liability that by law cannot be excluded, WTGF excludes all liability to Host in tort (including negligence), contract or bailment for acts or omissions of WTGF or its employees arising out of or in relation to the Games or this Agreement.

14. FORCE MAJEURE

14.1 If a party is wholly or partially precluded from complying with any of its obligations under this Agreement by an event of Force Majeure (**Force Majeure Event**), then the affected party's rights and obligations directly affected by the Force Majeure Event will be suspended for the duration of the delay arising out of the Force Majeure Event.

14.2 As soon as possible after a Force Majeure Event arises, the affected party must notify the other party of the nature of the Force Majeure Event and the extent to which the affected party is unable to perform its obligations under this Agreement and, the affected party must use its best endeavours to work around or overcome the effect of the Force Majeure Event and must recommence the performance of its obligations as soon as possible without delay after the Force Majeure Event has ceased to exist.

- 14.3 If a party is prevented by a Force Majeure Event from performing its obligations in accordance with this Agreement for more than [sixty (60) days], the parties will enter into good faith discussions with a view to alleviating its effects, or to agree on alternative arrangements as may be fair and reasonable. If the parties fail to come to an agreement within [six (6) months] of the date on which the party affected by the Force Majeure Event serves notice on the other party in accordance with clause 14.2, then either party may by written notice to the other party terminate this Agreement immediately without any liability to the other party for any loss or damage caused by the termination, provided always that the Force Majeure Event continues to prevent either party from performing any material obligation under this Agreement.
- 14.4 If a Force Majeure Event renders the fulfilment of this Agreement impractical, either party may terminate this Agreement with immediate effect.
- 14.5 Each party bears its own risk and costs in relation to a Force Majeure Event. For the avoidance of doubt, WTGF is not responsible for and not liable to Host for any Games cancellation.

15. TERM AND TERMINATION

- 15.1 This Agreement starts on the date it is signed by both parties and continues until expiration of the Term, unless the Agreement is terminated earlier in accordance with this clause 15.
- 15.2 If Host defaults in fully and punctually performing any obligation contained or implied in this Agreement, WTGF may, without prejudice to any right:
- (a) suspend Host's right to host the Games; and
 - (b) do all things necessary or desirable in WTGF'S opinion to make good or attempt to make good that default to the satisfaction of WTGF at Host's cost.
- 15.3 A party may terminate this Agreement with immediate effect by giving notice to the other party if that other party:
- (a) breaches any material term of this Agreement not capable of remedy;
 - (b) breaches any term of this Agreement capable of remedy (other than as specified under (c) below) and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
 - (c) breaches any term of this Agreement capable of remedy less than 30 days before the start of the Games and fails to remedy the breach within 24 hours after receiving notice requiring it to do so; or
 - (d) repeatedly breaches any term of this Agreement and fails to demonstrate, within 30 days after receiving notice requiring it to do so, to the first party's reasonable satisfaction, that similar breaches will not occur; or
 - (e) an Insolvency Event happens to that other party (whether or not notified).
- 15.4 Each party must notify the other party immediately if an Insolvency Event affecting it happens.

16. CONSEQUENCES OF TERMINATION

- 16.1 If this Agreement is terminated pursuant to clause 15 (Term and Termination):
- (a) the Games are withdrawn from the Host and the Host will not host the Games or any event of substantially similar nature;
 - (b) withdrawal and termination is without prejudice to WTGF's entitlement to claim any and all damages;
 - (c) WTGF is entitled to make such arrangements in relation to the hosting of the Games as it sees fit, including the appointment of another entity to host the Games; and
 - (d) Host must immediately deliver up to WTGF all Deliverables and materials and information in relation to the Games.
- 16.2 On expiration or termination of this Agreement, all of the rights and opportunities granted under this Agreement will automatically terminate and Host must:

- (a) cease exploitation of the Commercial Rights and any other right or opportunity granted under this Agreement;
- (b) not use or purport to use the Marks;
- (c) cease to refer, directly or indirectly, to the Games in any marketing or promotional campaign;
- (d) immediately pay all amounts owing to the WTGF; and
- (e) supply WTGF with the latest copy of all Financial Accounts, Deliverables and Records.

16.3 On termination, each party (**first party**) must return to the other party all Confidential Information of that other party in material form (including those parts of all notes or records of the first party containing Confidential Information of the other party) in the first party's possession or control.

16.4 At any time after termination of this Agreement a party must not:

- (a) use or disclose to any person any Confidential Information of the other party;
- (b) record any Confidential Information of the other party into any form (including machine readable form); or
- (c) sell or otherwise transfer any Confidential Information of the other party.

16.5 Termination of this Agreement does not affect any accrued right or liability of either party.

16.6 Clauses 10 (Confidentiality and Privacy), clause 13 (Insurance and Liability), clause 16 (Consequences of Termination) and clause 18 (Dispute Resolution) and each other clause required to make these clauses effective, continue to bind the parties after termination or expiration of this Agreement for any reason.

17. POST GAMES

17.1 Host and WTGF must meet as soon as practicable after the end of the Games Period to conduct a full de-brief of the Games, including:

- (a) an overview of Games outputs, such as attendance numbers, ticket sales (if any) and success of activation and leveraging activities;
- (b) identification of any issues or challenges that occurred and any effective strategies that were adopted to overcome or minimise;
- (c) identification of any potential future opportunities;
- (d) compliance with contractual obligations; and
- (e) knowledge share and legacy initiatives.

17.2 Within 56 days after the Games, Host must submit a Games report to WTGF and cover all areas and issues relating to the organisation of the Games that are the responsibility of Host.

17.3 Within [90 days] after the Games, Host must provide the final Games Financial Accounts, such accounts to include a particularised record of all Games revenue collected and all costs incurred. If these final Financial Accounts show a surplus, the Host must promptly pay 20% of the gross surplus to WTGF.

18. DISPUTE RESOLUTION

18.1 Neither party may start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a Dispute, unless it has first complied with this clause.

18.2 A party claiming that a Dispute has arisen must notify the other party.

18.3 Within 7 days after a notice is given under clause 18.2 each party must nominate in writing to the other party a representative authorised to settle the Dispute on its behalf.

18.4 During the 21 day period after a notice is given under clause 18.2 (or if parties agree a longer period, that longer period) each party's nominee must use his or her best efforts to resolve the Dispute.

18.5 If a Dispute is not resolved within that time, the Dispute must be referred for resolution within a 7 day period to the President of WTGF.

19. COOPERATION

Each party must do or cause to be done all acts and things necessary or desirable to give effect to, and refrain from doing all acts and things that could hinder performance by any party of, this Agreement provided however, that nothing in this clause shall affect the ability of a party to exercise or enforce any right conferred on it under this Agreement.

20. NOTICE

20.1 A party notifying or giving notice under this Agreement must notify:

- (a) in writing;
- (b) addressed to, if WTGF, the address as specified on the first page of this Agreement, and if Host, the address specified in Item 1.1 of Schedule 1 (Hosting Details), or as varied by notice given in accordance with this clause; and
- (c) left at or sent by post or facsimile to that address.

20.2 A notice given in accordance with clause 20.1 will be taken to have been received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, 3 working days after the posting; and
- (c) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission).

21. NO ASSIGNMENT

Host may not assign, transfer, or otherwise dispose of any interest in, this Agreement or any right under this Agreement.

22. GENERAL

22.1 This Agreement:

- (a) is governed by the law applicable in the United Kingdom in accordance with this Agreement and each party submits to the jurisdiction of the courts of that state;
- (b) is the entire agreement between the parties in respect of its subject matter;
- (c) supersedes all previous agreements, whether oral or written, in relation to that subject matter, including the Protocols;
- (d) does not create a relationship of employer and employee, principal and agent, or partnership between the parties; and
- (e) may not be varied by the parties other than in writing.

22.2 Any term in this Agreement that is either wholly or partly unenforceable will be severed to the extent necessary to make the relevant term of this Agreement enforceable.

22.3 The failure by any party at any time to enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of, or affect that party's rights to enforce, those powers, remedies or rights at any time.

22.4 The parties acknowledge that where any consent or approval is granted by a party or any inspection is performed by a party under this Agreement, the giving of such consent or approval or the making of such inspection alone does not make the party liable to the other party.

22.5 If during the Term, WTGF wants to negotiate a material change to the terms of this Agreement, Host agrees that it will discuss the requested change with WTGF and negotiate in good faith for a reasonable period in the circumstances, to agree an acceptable change.

Executed as an agreement on

SIGNED by [INSERT NAME])
as Authorised Representative for)
WORLD TRANSPLANT GAMES)
FEDERATION)
in the presence of:)

.....
Signature of Witness

.....
By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of WTGF.

.....
(Print) Name of Witness

SIGNED by [INSERT NAME])
as Authorised Representative for)
HOST)
in the presence of:)

.....
Signature of Witness

.....
By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of Host.

.....
(Print) Name of Witness

SCHEDULE 1: HOSTING DETAILS

Item 1.1: Host

[insert Host entity and address from successful bid]

Item 1.2: Host City

[insert Host City from successful bid]

Item 1.3: Games Period

[insert dates of 7 day competition period from successful bid]

Item 1.4: Fees

Host must pay WTGF a Hosting Fee of US \$10,000 for 2018 and US \$12,000 for 2020 as follows:

- 10% on the signing of the Hosting Agreement
- 30% two years from the start of the Games Period
- 30% one year from the start of the Games Period
- 30% six months from the start of the Games Period

In addition, Host must pay WTGF a fee of US\$80 per registered person (including both competitors and accompanying persons). This fee must be paid to WTGF within 21 days after the registration deadline.

Any amounts not paid within thirty (30) days of the due date will bear interest from such date until paid in full at the rate of 5%. The payment of interest is in addition to, and not in substitution for, any and all other remedies available to WTGF in respect of such non-payment.

All payments are to be made directly into WTGF's bank account as follows

Account Name:	[INSERT]
Account Number:	[INSERT]
Bank Name:	[INSERT]
BIC:	[INSERT]
Payee:	[INSERT]

SCHEDULE 2: VENUES - SPORTS AND SOCIAL

[INSERT ALL VENUES FROM SUCCESSFUL BID]

There can be no changes to Venues without the prior written consent of WTGF.

SCHEDULE 4: BUDGET

[INSERT BUDGET FROM SUCCESSFUL BID]

The following is an indicative budget from the Host's Submission. Host must provide a detailed budget at least 2 years before the start of the Games Period and then the final Budget 1 year before the start of the Games Period.

SCHEDULE 5: MARKS

[INSERT GAMES MARK]

SCHEDULE 6: LIST OF REQUIREMENTS

[INSERT SPREADSHEET – SUMMARY OF HOST REQUIREMENTS / OBLIGATIONS)