



**Invitation to Tender**  
**TICKETING SOLUTION**

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## 1. Introduction

### 1.1 About World Athletics

#### BUILDING ON A CENTURY OF SUCCESS

World Athletics ("WA") is the global governing body for the sport of Athletics. Today WA encompasses track and field, race walking, road running, cross-country, mountain and trail running. Boasting 214 national Member Federations, WA has a global reach greater than that of the United Nations and is responsible for the worldwide development of the sport. Our organization is focused on four key functions:

- Events & Competitions (showcasing elite performances)
- Governance (managing the sport, i.e. rules, records, anti-doping)
- Development (growing the sport and engaging with the athletes of the future)
- Commercialization & Marketing (increasing the influence of athletics)

WA has the objective of developing a consistent and user-friendly environment for fans. The problem that is faced is that Organizing Committees select and contract ticketing solutions individually which, in turn, creates discrepancies in the process of making the sport available. Therefore, WA is seeking to enter into a 3-year agreement with a ticketing supplier that will be able to provide and assist with on-demand white-labelled ticketing solutions for events due to take place in 2021, 2022 and 2023.

### 1.2 Invitation to Tender

This is an invitation to tender ("ITT") to provide the Services in accordance with WA's Requirements, as detailed below. The purpose of this ITT is to set out sufficient information to enable a Tenderer to submit a Proposal to deliver the Services so as to meet WA's Requirements.

### 1.3 Definitions

#### 1.3.1 In this ITT:

**Agreement** means the written agreement to be entered into between WA and a Successful Tenderer, based on the Commercial Principles as set out in Schedule 4;

**Confidential Information** means all information in whatever form (whether in writing, electronic or digital form, disclosed verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by

any other means or other forms and whether disclosed directly or indirectly) and of whatever nature which is confidential in nature or may reasonably be considered to be commercially sensitive and which relates to the ITT, the Proposal, the Selection Procedure or otherwise to the business and affairs of WA and its national Member Federations disclosed or supplied (directly or indirectly) by World Athletics or its national Member Federations or any of WA officers, employees or professional advisors in connection with the ITT, the Proposal or the Selection Procedure, including: (a) all information acquired by observation by the Tenderer or any of the Tenderer's officers, employees or professional advisors at the offices of World Athletics and/or its national Member Federations; and (b) all analysis, compilation, studies and other documents prepared by the Tenderer which contain or otherwise reflect or are generated from the information referred to above;

**Detailed Requirements**

means the list of requirements to be addressed by Tenderers in their Proposals, as set out in Part 4 of Schedule 1;

**Due Date**

means 2<sup>nd</sup> of October 2020;

**Due Diligence Questionnaire**

means the questionnaire as set out in Schedule 3;

**Forms**

required to be completed and submitted with Proposals as set out in Schedule 2;

**ITT**

means this invitation to tender and all attached schedules;

**Proposal**

means all documents submitted by a Tenderer supporting its bid to provide

|                                     |   |
|-------------------------------------|---|
|                                     | the Services to WA, as set out in the Requirements of this ITT;   |
| <b>Requirements</b>                 | means the guidelines, directions, requirements, instructions and requests (including, without limitation, the details of the Tenderer as set out in the Due Diligence Questionnaire, the Forms, the Services and the Detailed Requirements, the Sustainability Questionnaire) as WA may issue to Tenderers and/or Successful Tenderers from time to time; |
| <b>Selection Procedure</b>          | means the entire procedure conducted by WA to appoint a Successful Tenderer for the provision of Services as set out in this ITT;   |
| <b>Services</b>                     | means the ticketing services being outsourced by WA which are detailed in Parts 1-3 of Schedule 1;  |
| <b>Successful Tenderer</b>          | means a Tenderer selected by WA to provide the Services as a result of this ITT and the Selection Procedure;  |
| <b>Sustainability Questionnaire</b> | means the questionnaire set out at Schedule 5;  |
| <b>Tenderer</b>                     | means any party who submits a Proposal in response to this ITT;   |
| <b>Term</b>                         | means the period of three (3) years commencing upon signature of the Agreement by World Athletics and a Successful Tenderer, and lasting until the completion of the provision of the Services and all related obligations; and   |
| <b>Timetable</b>                    | means the timetable for the Selection Procedure as set out in Section 3.  |

## 1.4 Purpose

1.4.1 The purpose of this ITT is to:

- (a) provide sufficient information to enable Tenderers to submit proposals for the provision of the Services;
- (b) set out the Requirements relating to the provision of the Services to enable Tenderers to provide Proposals which meet the Requirements of WA;
- (c) explain the administrative arrangements relevant to the preparation and delivery of the Proposal.
- (d) provide a structured framework for the Selection Procedure and ensure fairness and transparency in the evaluation of Proposals; and
- (e) set out the terms on which the Selection Procedure will be managed by WA, and the terms upon which any Proposal must be submitted.

1.4.2 Tenderers are invited to submit Proposals to provide the Services during the Term.

1.4.3 In submitting a Proposal, Tenderers must demonstrate the extent to which they have or will satisfy the Requirements. Subject to Section 8, WA will evaluate Proposals on this basis.

## 2. Communications

### *Expressions of Interest*

2.1.1 Tenderers must register their expression of interest by emailing [adrien.spaymant@worldathletics.org](mailto:adrien.spaymant@worldathletics.org) in accordance with the Timetable. Any expression of interest must include the following information, failure to do so will result in a Proposal not being considered:

Lead Contact name:

Position:

Address:

Telephone:

Email:

### *Clarification Questions*

2.1.2 WA will, where possible (and in accordance with the Timetable), answer questions or provide additional information reasonably requested by Tenderers at any time during the Selection Procedure with respect to the contents of this ITT. Any questions must be submitted in writing and sent via email to [adrien.spaymant@worldathletics.org](mailto:adrien.spaymant@worldathletics.org)

2.1.3 WA will attempt to respond to all Tenderers' questions by the date stated in the timetable below and make its responses available to all parties without (so far as reasonably practicable) revealing the identity of the enquiring party.

2.1.4 WA may not be able to provide responses and/or additional information to all questions and it shall not be able to do so if such requests are received after 25<sup>th</sup> of September 2020.

### 3. Timetable

3.1 The key dates for the ITT process are set out in the table below. Unless otherwise specified in this document, all deadlines are at 12:00 Monaco Time on the day specified.

3.1.1 WA reserves the right, at its sole discretion, to extend or modify the Timetable below, and will endeavour to give Tenderers as much notice as it reasonably practical of any such extension or modification,

| Date              | Activity   |
|-------------------|--|
| 10 September 2020 | ITT advertised and issued  |
| 21 September 2020 | Due date for receipt of expressions of interests and clarification questions   |
| 25 September 2020 | Responses to clarification questions circulated                                |
| 02 October 2020   | Due Date for submission of Proposals   |
| 14 October 2020   | Completion of assessment of Proposals & notification of unsuccessful tenderers |
| 23 October 2020   | ITT Presentations from preferred bidders                                       |
| 26 October 2020   | Negotiations with the preferred bidders  |
| 06 November 2020  | Notification of Successful/Unsuccessful tenderers                              |
| 09 November 2020  | Feedback to Unsuccessful Tenderers   |
| 11 November 2020  | Agreement Commencement Date  |

### 4. Proposal Format

4.1 Tenderers should complete and attach all applicable documents to support their Proposal in accordance with the Requirements, as well as attaching all necessary or required supporting information and return these with the Proposal by no later than the Due Date. WA reserves the right to exclude any Tenderer that does not submit a complete Proposal on or before the Due Date.

4.2 Proposals shall be submitted electronically to [adrien.spaymant@worldathletics.org](mailto:adrien.spaymant@worldathletics.org) Tenderers must also submit at least [2] hard copies of their Proposal, to:

Adrien Spaymant, Strategic Planning Coordinator

WA, 6 – 8 Quai Antoine 1er, BP359, MC 98007, Monaco Cedex

No envelope shall bear on the outside any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of

delivery, such as Post Office or courier. WA will not accept Proposals submitted by telegram, telex, fax, telephone or via online file sharing sites such as Dropbox.

4.3 All assumptions made in support of a Proposal must be explicitly documented such that the price and service quality, which is particularly sensitive to the accuracy of such assumptions, are fully articulated,

4.4 All Proposals shall comply with the following requirements:

4.4.1 the Proposal, and all documentation and correspondence relating to this ITT, must be written in English;

4.4.2 the Proposal should:

(a) be single-sided and in A4 format or A3 format where necessary to display diagrams, graphs etc, using a minimum font size 11;

(b) be numbered sequentially as page 'n' of 'nn', with each page dated and identified with the appropriate document title;

(c) contain a table of contents and executive summary;

(d) must contain:

(i) completed copies of the Forms set out in Schedule 2 of this ITT:

(ii) a completed copy of the Due Diligence Questionnaire set out in Schedule 3 of this ITT;

(iii) a comprehensive response describing how the Tenderer intends to meet the Detailed Requirements, please cross refer to each of the Detailed Requirements in your response and any supporting and ancillary documents;

(iv) a completed copy of the Sustainability Questionnaire set out in Schedule 5 of this ITT;

(v) clearly set out WA's proposed responsibilities during the Term;

(e) not include (or reference) any generic promotional materials.

4.5 The Proposal must be signed by:

4.5.1 a duly authorised signatory of the Tenderer where the Tenderer is a company, partnership or limited liability partnership; or

4.5.2 a duly authorised signatory of each member of the consortium where the Tenderer is a consortium.



## **5. Selection Procedure**

5.1 The Selection Procedure will include:

5.1.1 a technical evaluation of each Proposal based on the extent to which the Tenderer is able to provide the best and/or most appropriate Services to suit the Requirements;

5.1.2 a financial evaluation of each Tenderer and each Proposal, including the extent to which the Tenderer is able to secure or offer the best possible prices for the Services and including due diligence checks against the answers provided in the Due Diligence Questionnaire;

5.1.3 an evaluation of the Tenderer's suitability, experience and qualifications as well as the organizational structure and infrastructure proposed by the Tenderer to provide the Services.

5.2 WA will prepare a shortlist of the preferred Tenderers in accordance with the Timetable. The purpose of the presentation is for tenderers to substantiate the content and for WA to scrutinise the validity of each shortlisted tenderers Proposal.

5.3 WA may, at its discretion, make reference calls to the referees provided in the Forms. The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their Proposal.

5.4 After careful consideration and thorough examination, WA shall select and notify the Tenderer whose Proposal most closely satisfies the Requirements. The most favourable financial terms may not necessarily be a decisive factor in this respect.

5.5 Tenderers that have not been selected shall be informed in writing accordingly and WA shall respond to requests for feedback submitted in accordance with the Timetable.

5.6 The appointment of a Successful Tenderer is subject to conclusion of the Agreement and the terms of any Agreement shall only become binding on WA upon full execution by WA.

5.7 The Successful Tenderer shall sign the Agreement within 10 days following notification of their proposed appointment in accordance with Section 5.6.

5.8 WA reserves the right, at any time and at its discretion, to accept or reject Proposals, to pursue negotiations with any number of Tenderers, or to withdraw from negotiations at any time.

## **6. Confidentiality**

6.1 Tenderers (and prospective Tenderers) agree to keep confidential at all times, whether during or after the Selection Procedure, the Confidential Information and to take all necessary steps to preserve the confidentiality of such Confidential Information including, without limitation, by disclosing relevant material to their employees or agents only on a strictly 'need to know' basis and only for the purpose of this Selection Procedure and on the basis that they maintain the confidentiality of the Confidential Information. Tenderers must not distribute externally or publish any Confidential Information provided by WA in connection with this ITT (save where required by law).

6.2 No prospective Tenderer or Tenderer is entitled to make any announcement relating directly or indirectly to this ITT or to its Proposal, without the written consent of WA. Each Tenderer acknowledges and agrees that WA shall have the sole right to make any announcement in relation to this ITT and/or the selection of a Successful Tenderer.

6.3 The Tenderer must not discuss any aspect of this ITT with any third party (including its sub-contractors, business partners, and its advisors) without the prior written consent of WA.

## 7. Sustainability, Diversity & Inclusion

7.1 Tenderers should ensure they are familiar with WA's approach to, and policies on, equality, diversity and inclusion (further details are available on <https://www.worldathletics.org/news/press-release/sustainability-strategy-2020>)

## 8. General Terms and Conditions

8.1 By agreeing to receive and/or by responding to this ITT, each Tenderer accepts and undertakes to comply with the following terms and conditions:

8.1.1 WA reserves the right to change any aspect of, or terminate, the ITT or Selection Procedure at any time.

8.1.2 WA is not bound to accept any Proposal or award, or to enter into any agreement whatsoever as a result of the ITT.

8.1.3 WA may ask for such further information, guarantees and/or documents it deems necessary in relation to 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 WA to evaluate a Proposal.

8.1.4 WA may, at its discretion, waive any of the conditions and requirements set out in this ITT in respect of any or all of the Tenderers. Tenderers will be evaluated on the overall merits of their Proposals and Successful Tenderers may not have satisfied all conditions and Requirements and may not offer the most attractive financial terms.

8.1.5 All Proposals constitute an offer that cannot be amended after date of submission (unless requested by WA).

8.1.6 Nothing contained in this ITT, nor any other communication made by or on behalf of WA or its representatives, shall constitute an offer capable of becoming a contract WA and any prospective Tenderer for the supply of the Services. Subject to sections 6 and 8 which are legally binding on WA and the Tenderer, receipt of this ITT does not imply the existence of a contract or commitment by or with WA for any purpose, and the Tenderer should note that this ITT may not result in the award of any business and is not intended to create legally binding relations.

8.1.7 WA may use consultants and legal professionals as its advocates throughout the tender process. Tenderers shall place no constraints or conditions on WA's use of such advocates and by submitting a Proposal, consent to WA sharing it with WA's advocates, as WA finds appropriate.

- 8.1.8 All Tenderers shall be deemed, by submission of their Proposal, to have fully understood the objectives of the ITT. Any claims of ambiguity after a response is submitted shall not be accepted.
- 8.1.9 The information contained in this ITT is subject to updating and amendment in the future and is necessarily selective. It does not purport to contain all the information which the Tenderer may require. WA does not make any representation or warranty as to the accuracy or completeness or otherwise of this ITT or the reasonableness of any assumptions on which this document may be based. All information supplied by WA to the Tenderer, including that contained in this ITT, is subject to the Tenderer's own due diligence. WA accepts no liability to Tenderers whatsoever and however arising and whether resulting from the use of this ITT, or any omissions from or deficiencies in this document. The exclusions in this section do not extend to any fraudulent misrepresentation made by or on behalf of WA
- 8.1.10 The Proposal, including all costs, must remain valid and open for acceptance for a period of at least 6 months from the Due Date.
- 8.2 All costs incurred by the Tenderer in connection with participation in this ITT, including without limitation preparation of the Proposal, shall be borne by the Tenderer, and WA shall not in any circumstances be liable for any such costs, including if the ITT process is terminated or varied in any way by WA.
- 8.3 Without prejudice to any civil remedies available to WA and without prejudice to any criminal liability (which such conduct by Tenderers may attract), if WA considers, in its absolute discretion, that there has been collusion between any of the Tenderers to this ITT, the relevant Tenderers may be disqualified. WA's decision in this matter shall be final.
- 8.4 Each Tenderer warrants and undertakes to WA that all information provided, and representations made to WA during the Selection Procedure (including, without limitation, all information and representations contained in the Proposal) are true, accurate and not misleading. If, after submitting its Proposal, there is any change in the Tenderer's circumstances which may substantively affect such information or representations made to WA (including any change in its ownership or senior management), then the Tenderer shall promptly notify WA in writing setting out the relevant details in full. If WA considers that any Tenderer is or is likely to be in breach of this warranty, then WA shall be entitled to withdraw from any further co-operation with the Tenderer without any requirement to give notice, without any liability to such Tenderer, and without prejudice to its rights and/or remedies arising under law.
- 8.5 Each Tenderer acknowledges that all intellectual property rights of WA remain the sole and exclusive property of WA. Furthermore, any materials provided by WA to the Tenderer(s) (or prospective Tenderer(s)) shall belong and/or accrue exclusively to WA.
- 8.6 Each Tenderer undertakes and warrants that its Proposal is original and does not infringe the rights of any third parties.
- 8.7 Each Tenderer acknowledges that on any occasion on which WA exercises its discretion (whether express or implied), the exercise of the discretion is sole, absolute and unfettered.
- 8.8 In consideration of WA receiving and reviewing the Proposals, Tenderers confirm and warrant that they have read, understood and accepted the terms and conditions set out in this ITT, which takes precedence over any provisions contained in the Proposal or other communications.

## SCHEDULE 1–SERVICES AND DETAILED REQUIREMENTS

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2. BACKGROUND
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4. DETAILED REQUIREMENTS

APPENDIX A: TECHNICAL FUNCTIONALITY REQUIREMENTS

## 1. Introduction

WA is the global governing body for the sport of Athletics. Today, WA encompasses track and field, race walking, road running, cross-country, mountain and trail running. Boasting 214 national Member Federations, WA has a global reach greater than that of the United Nations and is responsible for the worldwide development of the sport. Our organization is focused on four key functions:

1. Events & Competitions (showcasing elite performances)
2. Governance (managing the sport, i.e. rules, records, anti-doping)
3. Development (growing the sport and engaging with the athletes of the future)
4. Commercialization & Marketing (increasing the influence of athletics)

WA organizes a series of seven World Championships across the globe showcasing more than 7000 athletes and attracting spectators in and out of stadiums.

## 2. Background

WA has the objective of developing a consistent and user-friendly environment for fans. The problem that is faced is that organizing committees for each Event select and contract ticketing solutions individually which creates discrepancies in the process of making the sports available.

Therefore, WA faces the following challenges:

- Lack of consistency across events in the way people consume Athletics
- Lack of visibility over ticketing operations
- Lack of control on organizing committees
- Limited use of customer data
- Lack of key insights for marketing and event promotion

### 3. Scope of the Agreement

WA is currently seeking a three (3) years provision of services arrangement (2021, 2022, 2023) with a ticketing supplier that will be able to provide and assist with on-demand white-labelled ticketing solutions. In addition, the ticketing supplier must be able to operate globally without geographical limitations.

The Successful Tenderer will enter in the Agreement with WA who will then pass through the Services to an Organizing Committee of the national Member Federation who is hosting the event.

The requested services are limited in scope to the events listed below.

It is important to notice here that the 2023 World Athletics Relays have not been awarded yet and are subject to change in case an awarded LOC wishes to use its own ticketing system.

| Year | Event  | Opportunities   | Philosophy of the event   |
|------|--|---|---|
| 2021 | 2021 World Athletics U20 Championships,<br>Nairobi, KEN    | Traditional Ticketing<br>Seats on sale: TBC<br>6 days of competition<br>Mobile transactions preferred | Nairobi aims at having a full stadium for the 6 days of competition, the tickets will mostly be free of charge or rather at low costs.  |
| 2022 | 2022 World Athletics Indoor Championships<br>Belgrade, SER | Traditional Ticketing<br>Seats on sale: TBC<br>3 days of competition<br>Physical sales preferred      | Belgrade's priority is to have a full stadium, attracting international fans and families.<br><br>Most of the tickets will be sold while a minority will be given for humanitarian actions. |
| 2022 | 2022 World Athletics U20 Championships,<br>Cali, COL       | Traditional Ticketing<br>Seats on sale: TBC<br>6 days of competition                                  | Cali aims at having a full stadium for the 6 days of competition, the tickets will mostly be free of charge or rather at low costs.   |

|      |   |  |                  |
|------|---|--|------------------|
| 2023 | 2023 World Athletics Relays<br>Event to be awarded in July 2021 | Traditional Ticketing<br>Seats on sale: TBC<br>2 days of competition | TBC once awarded |
|------|---|--|------------------|

*\* Excluded Events*

*WA has an ongoing contract with a ticketing solution provider on two specific events that are the World Athletics Championships 2021 (Oregon, US) and 2023 (Budapest, HU). Therefore, these two events are out of the scope of this ITT.*

Key missions of the Tenderer:

- Provide ready to use and flexible white labelled ticketing solutions for Organizing Committees
- Ensure a high standard and consistent users' experience across all events
- Marketing and data optimization
- Drive and diversify incomes from ticketing operations

#### 4. Detailed Requirements: Ticketing solution requirements

##### 1. Functional Requirements

|                              |                                 |   |
|------------------------------|---------------------------------|---|
| <b>1.1 Ticket sales</b>      | 1.1.1 Seating                   | <ul style="list-style-type: none"> <li>- Both techniques: general seating configurations and numbered/assigned seating needs to be provided by the system. This will then be adapted according to the strategy of the Organizing Committee.</li> </ul>  |
|                              | 1.1.2 Sales method              | <ul style="list-style-type: none"> <li>- The system has to offer different selling methods: as an example, an Organizing Committee might want to go through a lottery if the demand for tickets is very high. Classic direct sales will of course also need to be provided.</li> <li>- The system has to offer a “pre-sales” window in which only selected groups (partners, fan clubs, sponsors etc.) can buy tickets in advance.</li> </ul> |
|                              | 1.1.3 Pricing / Fees            | <ul style="list-style-type: none"> <li>- Pricing model (overall fee, fee per ticket/free tickets, transaction fees, set fees, standard fees, cancellation fees) needs to be clear and expressed in US. Dollars.</li> </ul>  |
|                              | 1.1.4 Ticket holder information | <ul style="list-style-type: none"> <li>- Information collected from spectators need to be flexible and customizable according to the needs of WA and Organizing Committees.</li> </ul>  |
|                              | 1.1.5 VIP/VVIP tickets          | <ul style="list-style-type: none"> <li>- Proposal for free of charge VIP/VVIP tickets for WA</li> </ul>   |
|                              | 1.1.6 Customizable              | <ul style="list-style-type: none"> <li>- Organizing Committees should be able to sell any additional services and merchandises from the ticketing website.</li> </ul>   |
| <b>1.2 Ticketing website</b> | 1.2.1 Ready to use              | <ul style="list-style-type: none"> <li>- Provide Organizing Committees with a flexible/scalable solution for their ticketing operations</li> </ul>  |
|                              | 1.2.2 Easy to set up            | <ul style="list-style-type: none"> <li>- Organizing Committees should be able to set up and use the platform in complete autonomy according to their ticketing strategy</li> </ul>  |
|                              | 1.2.3 Display of venues         | <ul style="list-style-type: none"> <li>- Organizing Committees should be able to build and create seating maps according to their strategy</li> <li>- Possibility of seeing the real view from seats (i.e. 3D)</li> <li>- Possibility to add hospitality boxes/lounges/hospitality areas</li> </ul>   |
|                              | 1.2.4 Payment methods           | <ul style="list-style-type: none"> <li>- The Tenderer will have to be able to allow payment of any type (online, POS, mobile transaction etc.).</li> </ul>  |



|                                 |                          |  |
|---------------------------------|--------------------------|--|
|                                 |                          | <ul style="list-style-type: none"> <li>- The platform should allow payment methods that are best adapted to countries and consumers' habits (i.e.: some countries prefer mobile payments whereas others use credit cards).</li> <li>- Bank account (local Organizing Committee's bank account or on trust in a separate bank account (to the account of the Organizing Committee))</li> </ul>                              |
|                                 | 1.2.5 Hosting website    | <ul style="list-style-type: none"> <li>- Ticketing platforms to be hosted on the "ticket page" of an Organizing Committee that is the WA website.</li> </ul>   |
|                                 | 1.2.6 Back end           | <ul style="list-style-type: none"> <li>- Access to seating maps to be able to identify 'seat kills' according to categories.</li> <li>- Preview of ticket design (electronic and print version).</li> <li>- Possibility to reimburse customers from the back end.</li> <li>- Possibility to adjust information on a ticket already purchased (location, price, details, delivery method (electronic vs print)).</li> </ul> |
|                                 | 1.2.7 Development credit | <ul style="list-style-type: none"> <li>- The Tenderer should be ready to work on new ideas and come up with proposals on ways to develop and improve WA operations.</li> </ul>   |
|                                 | 1.2.8 Translation        | <ul style="list-style-type: none"> <li>- Possibility to translate the platform/website in various languages</li> </ul>   |
| <b>1.3 Ticketing operations</b> | 1.3.1 Access Control     | <ul style="list-style-type: none"> <li>- The Tenderer should provide a system that allows Organizing Committees to monitor and manage access to the venue</li> </ul>   |
|                                 | 1.3.2 Scanning           | <ul style="list-style-type: none"> <li>- Organizing Committees should be able to control access to venues by using scanning devices</li> </ul>   |
|                                 | 1.3.3 Reporting          | <ul style="list-style-type: none"> <li>- Reports should be easy to understand/download. (demographics, report per country, type of tickets, status, endless combination of reports as needed)</li> </ul>   |
|                                 | 1.3.4 Hardware           | <ul style="list-style-type: none"> <li>- WA owns ticketing equipment and the Tenderer will be asked to have a ticketing system that is compatible with our equipment.</li> </ul> <p>Below the specifications of our equipment:</p> <ul style="list-style-type: none"> <li>- Printers: BOCA Lemur Ticket Printer</li> <li>- Scanners: JANAM XT2+</li> <li>- Computers: HP IDS UMA A9-9420 455 8 Go 128 Go W10P</li> </ul>   |
|                                 | 1.4.1 Overall experience | <ul style="list-style-type: none"> <li>- The ticketing solution should be user-friendly and easy to access.</li> </ul>   |

|                              |                        |   |
|------------------------------|------------------------|---|
| <b>1.4 Users' experience</b> | 1.4.2 Consistency      | <ul style="list-style-type: none"> <li>- Regardless of where you are and which Event is taking place, the process to consume athletics and buy tickets should be consistent and easy.</li> </ul>  |
| <b>1.5 Income</b>            | 1.5.1 Grow income      | <ul style="list-style-type: none"> <li>- The ticketing solution should maximize income from ticket sales.</li> </ul>  |
|                              | 1.5.2 Diversify income | <ul style="list-style-type: none"> <li>- The ticketing solution should offer flexibility and space for new sources of income.</li> </ul>  |
| <b>1.6 CRM</b>               | 1.6.1 Communication    | <ul style="list-style-type: none"> <li>- Allow the creation of standard answers in multiple languages.</li> <li>- Allow adaptation of emails, if required.</li> <li>- Be web enabled and usable &amp; manageable remotely by WA and Organizing Committees.</li> </ul>   |
|                              | 1.6.2 Tracking         | <ul style="list-style-type: none"> <li>- Provide the possibility to track inquiries by customer reference number (assigned through the ticketing system), email address, telephone number, based on ticket (inquiry) number.</li> <li>- Store a contact history</li> <li>- Provide the possibility for dated follow-up</li> </ul> |

## 2. Performance Requirements

|                          |                        |  |
|--------------------------|------------------------|--|
| <b>2.1 Response Time</b> | 2.1.1 Website fluidity | <ul style="list-style-type: none"> <li>- In case of issues with the website, the Tenderer must respond within 60 minutes.</li> </ul>   |
|                          | 2.1.2 Customer Service | <ul style="list-style-type: none"> <li>- The Tenderer must be able to reply to any customers within 24 hours.</li> </ul>   |
| <b>2.2 Workload</b>      | 2.2.1 Peak times       | <ul style="list-style-type: none"> <li>- The ticketing website should be able to scale up in peak times (sales opening, days before the event etc.) to avoid any breakdown of the system during sales.</li> </ul>  |
| <b>2.3 Usability</b>     | 2.3.1 Ease of use      | <ul style="list-style-type: none"> <li>- Ticketing solutions must be easy for users to use and get familiar with.</li> </ul>   |
|                          | 2.3.2 User experience  | <ul style="list-style-type: none"> <li>- The user experience (sign up registration, book a ticket, additional services hotels/packages, access to key information) must be as easy as possible.</li> </ul>   |
|                          | 2.3.3 User interface   | <ul style="list-style-type: none"> <li>- Clients must be able to view all their information (purchases, categories, seats etc.) and add/edit any additional purchases based on their previous one. Therefore, the user interface should be as easy as possible.</li> </ul> |

|  |                       |  |
|--|-----------------------|--|
| 2.4<br>Compatibility                           | 2.4.1 Mobile Friendly | <ul style="list-style-type: none"> <li>- The ticketing solution must be mobile friendly.</li> <li>- The ticketing solution must be accessible and compatible regardless of the equipment/browser used.</li> </ul>            |
| 2.5 Reliability, availability, maintainability | 2.5.1 System          | <ul style="list-style-type: none"> <li>- As soon as the system is up, we need the website to be available 100% of the time with an exception of any developmental downtime that shouldn't last more than 2 hours.</li> </ul> |

### 3. Mandatory Requirements

|   |   |   |
|---|---|---|
| 3.1IT requirements                                | 3.1.1 SSO (single sign on)                                | <ul style="list-style-type: none"> <li>- The Tenderer must be able to comply with World Athletics technical functionality requirements (single sign on) enabling World Athletics to centrally gather information on ticket buyers (see Appendix A).</li> </ul>  |
| 3.2 Branding                                      | 3.2.1 Ticketing website                                   | <ul style="list-style-type: none"> <li>- Ticketing website will need to be highly customizable in order to respect World Athletics' branding.</li> </ul>  |
| 3.3Anti-bribery and Corruption and Modern Slavery | 3.3.1 Anti-bribery and corruption and modern slavery plan | <ul style="list-style-type: none"> <li>- Tenderer to provide details of its procedures and policies in relation to Anti-bribery and Corruption and Modern Slavery and how these are implemented.</li> </ul>   |
| 3.4 Business Continuity                           | 3.4.1 Continuity Plan                                     | <ul style="list-style-type: none"> <li>- Tenderer to provide details of the plans and procedures it has in place in respect of business continuity and disaster recovery and how these are implemented.</li> </ul>  |
| 3.5 Insurance                                     | 3.5.1 Insurance policies                                  | <p>Tenderer to provide details of insurance it holds for:</p> <ul style="list-style-type: none"> <li>- public liability and employee liability insurance to comply with legal requirement</li> <li>- cyber security – to cover against items such as fraud; data theft; social engineering; accidental data loss and data breaches; and loss of revenue arising from cyber security incidents.</li> </ul> |
| 3.6 Hours of services and supports                | 3.6.1 In the event preparation                            | <ul style="list-style-type: none"> <li>- Training on the system for WA staff and local Organizing Committees.</li> </ul>  |
|   | 3.6.2 In event mode                                       | <ul style="list-style-type: none"> <li>- Support on site if needed</li> <li>- Or at least remotely 24/7</li> </ul>  |

| <b>3.7 Sustainability</b>  | 3.7.1 Sustainability commitments                                   | Tenders to specify how they would address the following aspects of delivery of the Services: <ul style="list-style-type: none"> <li>- How would they provide a low carbon / minimal environmental-impacting ticketing service?</li> <li>- What sustainability aspects would they communicate to ticket holders?</li> <li>- Any other comments that would support World Athletics in the delivery of its sustainability commitments (see paragraph 7 of the ITT)?</li> </ul>  |                        |                            |                            |  |  |  |  |  |  |
|----------------------------|--|--|------------------------|----------------------------|----------------------------|--|--|--|--|--|--|
| <b>3.8 Data Protection</b> | 3.8.1 Data Protection Regulation                                   | Tenderer must comply with the EU General Data Protection Regulation and applicable data protection laws applicable in each jurisdiction in which WA or the Organizing Committee operates or as applicable to the country in which the Event takes place which relate to the processing and use of personal data ("Data Protection Laws").  |                        |                            |                            |  |  |  |  |  |  |
|                            | 3.8.2 Compliance with Data Protection Law                          | Tenderer to include details using the table format below of the steps that your organization is taking to ensure compliance with the Data Protection Laws including providing details of any current material gaps in compliance. <table border="1" data-bbox="619 1133 1430 1438"> <thead> <tr> <th data-bbox="619 1133 887 1301">Gap in GDPR compliance</th> <th data-bbox="887 1133 1158 1301">Proposed remediation steps</th> <th data-bbox="1158 1133 1430 1301">Timescales for remediation</th> </tr> </thead> <tbody> <tr> <td data-bbox="619 1301 887 1368"></td> <td data-bbox="887 1301 1158 1368"></td> <td data-bbox="1158 1301 1430 1368"></td> </tr> <tr> <td data-bbox="619 1368 887 1438"></td> <td data-bbox="887 1368 1158 1438"></td> <td data-bbox="1158 1368 1430 1438"></td> </tr> </tbody> </table> | Gap in GDPR compliance | Proposed remediation steps | Timescales for remediation |  |  |  |  |  |  |
| Gap in GDPR compliance     | Proposed remediation steps   | Timescales for remediation   |                        |                            |                            |  |  |  |  |  |  |
|                            |  |  |                        |                            |                            |  |  |  |  |  |  |
|                            |  |  |                        |                            |                            |  |  |  |  |  |  |
|                            | 3.8.3 Policies and procedures to ensure Data Protection Laws       | Tenderer to provide details of the policies and procedures that your organisation has in place currently to ensure compliance with the Data Protection Laws.<br><br>In particular, please describe (and provide copies where appropriate of):  |                        |                            |                            |  |  |  |  |  |  |
|                            | 3.8.4 Policies and procedures to comply with data subject's rights | (a) The policies and procedures that your organisation has in place to comply with a data subject's rights including in particular their rights to be informed, access, rectification and to erasure;  |                        |                            |                            |  |  |  |  |  |  |
|                            | 3.8.5 Security breach monitoring policies and procedures           | (b) The policies and procedures that your organisation has in place in respect of data breach notification to meet GDPR /Data Protection Law requirements; and   |                        |                            |                            |  |  |  |  |  |  |

|        |   |  |
|--------|---|--|
|        |   | <p>The Tenderer must be able to demonstrate the adoption of a set of technical best practices to guarantee the protection of personal and payment data such as encryption of web traffic and sensitive stored data.</p> <p>Security breach monitoring should also be in place to mitigate any hacking attempt promptly and communicate possible loss of client data.</p> |
| 3.8.6  | Procedures to meet Data Protection law requirements | (c) The policies, procedures and technical and organisational measures that your organisation takes to ensure security sufficient to meet Data Protection Law requirements.  |
| 3.8.7  | Data protection officer                             | <p>Does your organisation have a Data Protection Officer?</p> <p>(a) If "No", please advise who is responsible for data protection; and</p> <p>(b) Please provide contact details of the Data Protection Officer, or the person who is responsible for data protection.</p>  |
| 3.8.8  | Training programmes on data protection              | Do you have a training program in place for staff to ensure that they are aware of the obligations of your organisation in respect of data protection, and in particular the GDPR requirements? Please provide details of the data protection training programme across your organisation.   |
| 3.8.9  | Historic of data breach                             | <p>Have you had any data breaches or large-scale data losses in the last 12 months?</p> <p>(a) If so, please provide details of the steps you took to deal with the breach, including any regulatory response.</p>   |
| 3.8.10 | Data transfers                                      | Do you currently transfer personal data outside of the [EEA][UK]?  |
| 3.8.11 | Data transferred information                        | <p>(a) If "Yes", please provide details of:</p> <p>(i) who personal data is transferred to and where they are based;</p> <p>(ii) why personal data is transferred to this entity; and</p> <p>(iii) what steps have you taken to ensure such transfers are compliant with the GDPR and applicable data protection laws?</p>   |

## Appendix A: Technical Functionality Requirements

### a) Introduction

This document describes the technical functionality requirements that a Tenderer must enable, in relation to the overall development of the WA Marketing database and the 360 view of our fans.

The WA Marketing database is in active development, and the required API endpoints will be made available Q2 2020.

This document presumes that ALL ticket purchases require login, and that login will be using a World Athletics Universal ID account.

Use of a Guest Access account is to be confirmed.

### b) Login

It must be possible for the user to login and make a ticket purchase using a World Athletics Universal ID identity, and to register for a World Athletics Universal ID account at the point of purchase. This requires integration into the World Athletics Universal ID by the Tenderer.

#### i. Technology

The World Athletics Universal ID uses a standard OIDC implementation, so the preferred client of choice can be used that fits with the Tenderer's chosen technology stack.

Standard login returns email address, name and a user type as chosen by the user (Fan, Athlete, Technical Official, Media).

The Tenderer must provide a "logout" endpoint that removes local cookies and sessions, and provide details to World Athletics so that global logout from every World Athletics property can be maintained.

### c) Purchase

Communication permissions at point of purchase must align with those presented on the Universal ID registration flow.

These include (may be amended)

- To be contacted by World Athletics, and Event Organisers
- To be contacted by World Athletics Official Partners

The ticketing system should push the data to the World Athletics Marketing database at the time of purchase with the selected communications permissions. An API endpoint will be provided.

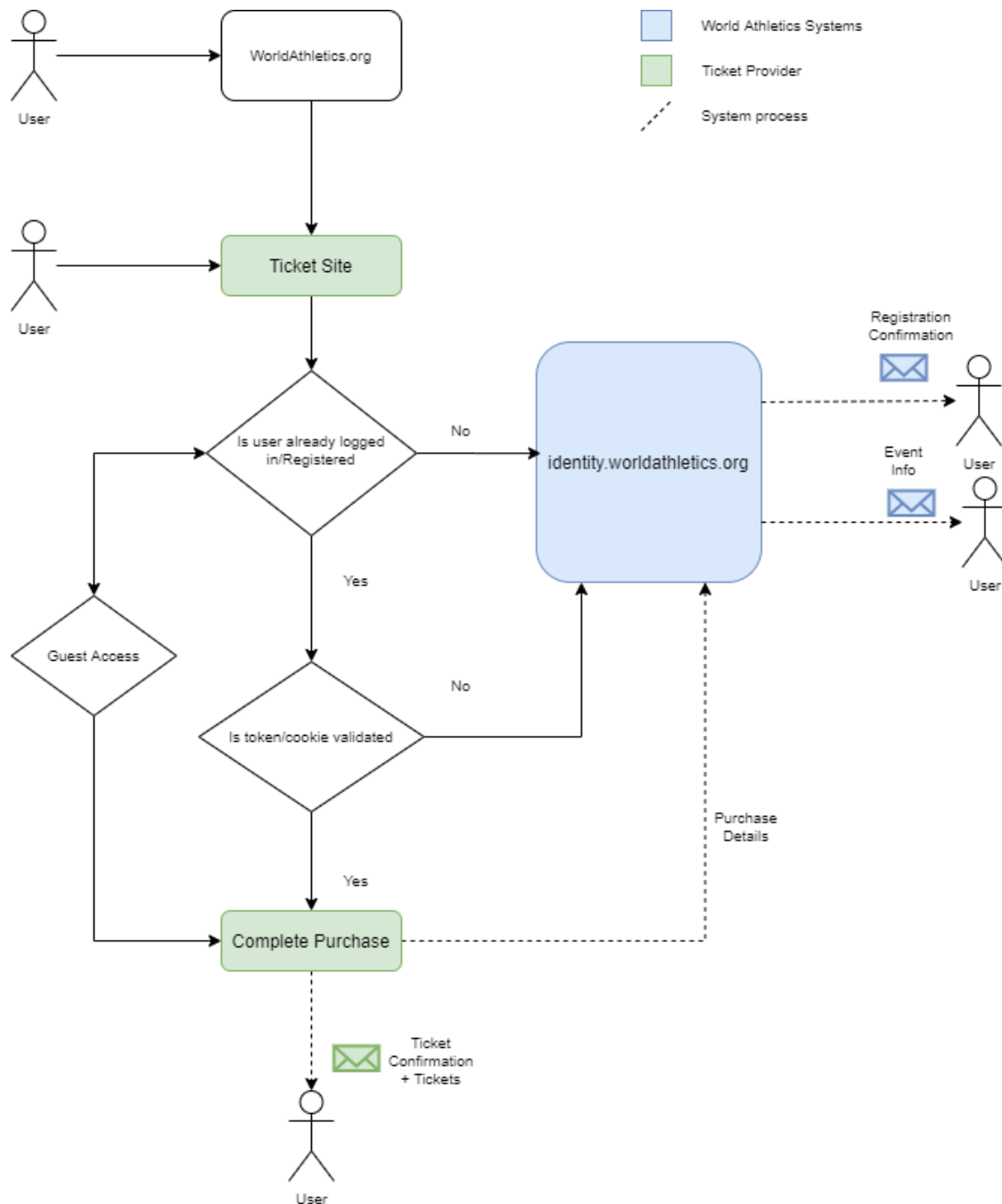
Purchase data must be provided to the World Athletics Marketing database via:

- i. Data is pushed from the Ticketing Provider to a provided World Athletics API endpoint at point of purchase, sending user id, email, ticket type, number of tickets, event and date of event, communication preferences (Preferred option)
- ii. Tenderer supplies an API endpoint via which this data can be extracted in bulk across all purchases of World Athletics tickets.

- iii. Tenderer supplies an API endpoint where purchases of the logged in user can be requested.

**d) User Journey**

The diagram below indicates the high-level user journeys that must be implemented between the World Athletics site and the Tenderer.



If the user was logged in on the World Athletics, they should automatically be logged in on the Ticketing site.

If the user was not logged in, they should have options to login and/or register which will direct the user to the World Athletics Universal ID sign on. Registration of new users will be processed by the World Athletics Universal ID and a logged in user identity returned to the Ticketing site.

**e) Appearance**

**i. Minimum requirements**

World Athletics logo, brand colours and fonts must be applied throughout the ticket purchasing process.

Any emails sent from the Tenderer to the end user must use a World Athletics template that meets branding requirements and matches required layout.

**ii. Preferred Requirements**

Styling and navigation options should be applied to ensure a seamless user experience between the World Athletics site and/or Competition site and the ticket purchasing process.



## SCHEDULE 2- FORMS

### FORM OF TENDER

Please note that if any errors, omissions or mistakes are identified during the tender evaluation process World Athletics may (at its sole discretion):

- Invalidate the Proposal; or
- Ask the Tenderer to stand by the Proposal as submitted or withdraw it; or
- Allow the Proposal to be amended.

TO: WORLD ATHLETICS

By agreeing to receive this ITT and/or submitting this Proposal, I confirm that I or we have read and understood the terms and conditions of the ITT issued by World Athletics for the appointment of a service provider to provide the Services to meet the Requirements, and agree that the entity that I or we duly represent, is bound by such terms and conditions.

I/we hereby undertake to:

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

- ITT
- Form of Tender
- Bona Fide Tendering Certificate
- Certificate relating to Employer's Liability Insurance
- Certificate Relating to Public/Third Party and Product Liability Insurance
- Non-Canvassing, Non-Collusion and Non-Corruption Certificate
- References
- Due Diligence Questionnaire
- Sustainability Questionnaire
- Commercial Principles

At the price given in the Proposal.

Dated this.....day of.....202[...].

Signature.....position in company.....

Name of Company.....

BONA FIDE TENDERING CERTIFICATE

TO: World Athletics ("WA"):

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

- a) we have communicated the amount of our Proposal to any other person before the time of submission of this Proposal;
- b) any other Tenderer was reimbursed any part of their tendering costs;
- c) our tendered prices have been adjusted by reference to those of any other Tenderer.

We understand that WA reserves the right to seek clarification and/or negotiate pre – tender and post tender.

We further understand that the information contained in the Proposal is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the Agreement.

Dated this.....day of.....202[.]

Signature.....position in company.....

Name of Company.....

(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)

CERTIFICATE RELATING TO EMPLOYERS LIABILITY INSURANCE

TO: World Athletics ("WA")

1. This Certificate is to assure WA that the Insurance Policy Number ..... holds **[Insert Tenderer Name]** covered throughout the Contract Period in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the **[Insert Tenderer Name]** or their Agent.
2. WA shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to by any act or default of WA or persons employed by WA.
3. We have due regard to WA's interests in the policy in respect of the risks to **[Insert Tenderer Name]** employees and others and undertake to inform immediately the WA's Legal & Business Affairs Department if the insurance cover is discontinued or invalidated during the Contract Period.
4. We accept the obligation implied by this Certificate to produce on request irrespective of the timing, the Insurance Policies and Premium receipts.

a) The insurance in respect of this Contract for any one incident without any limitation of the number of claims from.....to..... in a contract year is not less than **£5** million.

b) Insurers address.....

.....

Insurers authorised signatory.....Date .....

Status/Designation.....Policy No.....

Expiry Date..... Signed.....

On behalf of (company name and address).....

.....

Insurers/Brokers stamp.....

(THIS CERTIFICATE MUST BE COMPLETED BY THE TENDERERS BROKER/INSURER)

CERTIFICATE RELATING TO PUBLIC/THIRD PARTY AND PRODUCT LIABILITY INSURANCE

TO: World Athletics ("WA"):

1. This certificate is to assure WA that Insurance Policy Number ..... with .....holds **[Insert Tenderer Name ]** covered throughout the term of the contract and in accordance with the contract terms, against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the contract without limiting **[Insert Tenderer Name ]** obligations and responsibilities.
2. WA shall not be liable in respect of the above save to the extent that such accident or injury results from or is contributed to, by any act or default of WA or persons employed by them.
3. The terms of the insurance include an indemnity to principal's clause whereby in the event of any claim, in respect of which **[Insert Tenderer Name ]** would be entitled to receive indemnity under its insurance policy being made against WA, **[Insert Tenderer Name ]** insurers will indemnify WA in like manner against such a claim and any costs, charges and expenses in respect thereof.
4. We accept the obligation implied by this certificate to produce on request irrespective of timing, the Insurance Policies and Premium receipts.
  - a) The insurance in respect of the Services under the contract for any one accident without any limitation of the number of claims from.....to ..... in each year is not less than £5 million.

b) Insurers address.....

.....

Insurers authorised signatory..... Date.....

Status/Designation..... Signed.....

On behalf of (Company name and address).....

.....  
Insurers/Brokers stamp.....

|                              |                         |
|------------------------------|-------------------------|
| FOR OFFICIAL USE             |                         |
| POLICY INSPECTION DATE.....  | OFFICERS SIGNATURE..... |
| PREMIUM INSPECTION DATE..... | OFFICERS SIGNATURE..... |

NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE

The essence of a formal selection process is that the World Athletics ("WA") receives bona fide Proposals from all Tenderers.

In recognition of this principal we the Tenderer [Insert Company Name] certify that this is a bona fide Proposal. We have not fixed or adjusted the Proposal by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:-

- a) Directly or indirectly canvassed any official of WA concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
- b) Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
- c) Enter into any agreement or arrangement with any person that he shall refrain from making a Proposal.
- d) To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this Proposal;
- e) Made or offered to make any type of payment or gift to any WA employee or member or to anyone else where or not the person is directly connected to WA directly connected with this tender exercise; or
- f) Offered or given or agreed to give any officer or member of WA any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this.....day of.....202[...]

Signature.....position in company.....

Name of Company.....

## REFERENCES

Provide the client name, contact name, address and telephone numbers of three companies which may be contacted to provide references. These should be clients who are already using the product(s)/service(s) that you have included within your Proposal, preferably within the sports marketing and event organization industry and be similar to the WA organization in both size and geographical scope. WA may undertake client reference site visits. Please use the following template:

|                                 | Reference 1 | Reference 2 | Reference 3 |
|---------------------------------|-------------|-------------|-------------|
| Name of Organization            |             |             |             |
| Address                         |             |             |             |
| Contact Name                    |             |             |             |
| Contact Title                   |             |             |             |
| Contact Phone                   |             |             |             |
| Length of time servicing client |             |             |             |
| Services provided               |             |             |             |

### SCHEDULE 3- DUE DILIGENCE QUESTIONNAIRE

1. The questions below apply to the Tenderer (or any member of the Tenderer's proposed consortium or main subcontractors, if applicable), key principals and directors and ultimate beneficiary owners.
2. WA may conduct due diligence checks against the answers provided. Tenderers will be excluded if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).
3. If Tenderers answer “yes” to question regarding legal proceedings regarding the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfil their obligations since learning of the exact amount due. If Tenderer is in that position please provide details using a separate document. Tenderers may contact the WA for information about how to do this before completing this form.

|   |                  |    |
|---|------------------|----|
| <b>Registration and Control of contracting party (Tenderer)</b>   |                  |    |
| Full name, registered address and company number (if applicable) of Tenderer.   |                  |    |
| Shareholding structure, including the identification of the Tenderer's ultimate beneficiary owners. If the Tenderer is a subsidiary of, or affiliated with, another company and you propose to work with them on this project please provide a company ownership chart showing their ultimate beneficiary owners. |                  |    |
| Names of Tenderer's key principals (e.g. CEO, COO, CFO etc.)  |                  |    |
| <b>Business Practices and integrity</b>   | Yes <sup>1</sup> | No |
| Are you a member of any industry initiatives or international conventions relating to the promotion of governance, sustainable business practices, human rights or the environment, and the fight against corruption?   |                  |    |
| Has the Tenderer, its ultimate beneficiary owners, or key principals, been accused, investigated, sanctioned or convicted in relation to corrupt or fraudulent conduct, or human rights or environment crimes in the last 10 years?   |                  |    |

---

<sup>1</sup> If you have answered yes to any of the questions in this table, please refer to the comment box further below to provide additional information.

|   |                  |    |
|---|------------------|----|
| <b>Financial, Bankruptcy and insolvency</b>   | Yes <sup>2</sup> | No |
| Please provide your last two sets of annual audited accounts.   |                  |    |
| Has the Tenderer, its ultimate beneficiary owners, subsidiaries or key principals been declared bankrupt or insolvent in the last 10 years?   |                  |    |
| <b>Litigation</b>   | Yes <sup>3</sup> | No |
| Has the Tenderer, its ultimate beneficiary owners, subsidiaries or key principals been party, or are currently party, to any major litigation commercial, tax, social security or criminal proceedings? |                  |    |

**Comments**  
Please provide any relevant details here in case you have answered “yes” to any of the questions above.

**Conflicts of interest**

WA may exclude the Tenderer if there is a conflict of interest, which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest, which might be perceived to compromise their impartiality and independence in the context of the tender procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform WA, detailing the conflict in a separate document. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by WA should not represent a conflict of interest for the Tenderer.

Dated this .....day of.....2021

Signature.....position in company.....

Name of Company.....

<sup>2</sup> If you have answered yes to any of the questions in this table, please refer to the comment box further below to provide additional information.

<sup>3</sup> If you have answered yes to any of the questions in this table, please refer to the comment box further below to provide additional information.



## SCHEDULE 4 – COMMERCIAL PRINCIPLES

### AGREEMENT - COMMERCIAL PRINCIPLES

WA will issue the form of contract that the successful tenderer will enter into with World Athletics. This will be provided at the preferred bidder stage. Tenderers may wish to provide their standard terms of business or conditions for review by the WA Department Legal & Business Affairs but it is not guaranteed that they will be accepted as the basis of the Agreement to be entered into. WA's key commercial and legal terms (including but not limited to the commercial principles set out in this schedule).

By submitting a Proposal each Candidate acknowledges and accepts that the Agreement for which it is has been invited to tender will contain clauses reflecting in full the specific terms stated in the ITT without reservation, exception or qualification.

|  |   |
|--|---|
| <b>Term</b>  | The Agreement shall commence on the 12th of October 2020 until World Athletics' last event in 2023 (exact date to be determined) unless terminated in accordance with the terms of the Agreement. The Agreement may be renewed for a successive three (3) years by mutual agreement.  |
| <b>No exclusivity &amp; right to appoint other providers</b> | This is not an exclusive supply arrangement because of existing arrangements. WA retains the right to appoint other third-party ticketing suppliers to WA other events (i.e. events not listed in this ITT).  |
| <b>Ticketing Bank Account &amp; Payments</b>                 | An LOC account or separate bank account held on trust to the order of the LOC. Payments from the Provider to the LOC are transmitted frequently.  |
| <b>Data Protection</b>                                       | To cover GDPR compliance and risk arising from the services in the context that WA as Customer and successful Provider as supplier. This includes taking account that the beneficiary of the services will be this part Organizing Committees of the events and their status (as between World Athletics and the Successful Tenderer) the Organizing Committees as a permitted recipient of relevant ticket information for purposes of organizing the event; security. Indemnity from the Successful Tenderer to WA for data breach and data loss be included. |
| <b>Intellectual Property</b>                                 | WA background IP remains WA property and, as a white label solution, licensing of look and feel, logo and event content to the Successful Tenderer will not be required as these aspect will be managed by WA directly via the solution and management of content on the white label. All World Athletics Intellectual Property used content created on the white label is property of WA. There be IP indemnity from the Successful Tenderer against IP infringement of underlying ticketing system, software and platform.                                    |

|                                       |   |
|---------------------------------------|---|
| <b>Limitation of Liability</b>        | Except for liability that cannot be excluded by law, insured risks and indemnities provided any liability arising from breach of contract, statute or otherwise be limited to twice amount of fees payable to the Successful Tenderer. Indirect and consequential losses be excluded.   |
| <b>Insurance</b>                      | Risks that are covered by insurance be not limited by limitation of liability clauses.  |
| <b>Contract Management and Review</b> | The Successful Tenderer and WA will meet once a year to review their operations and discuss about ways to improve processes and the delivery of WA Events.<br><br>In addition to annual meetings; brief and debrief meetings will be organized on each Event.   |
| <b>Services</b>                       | WA will be the contracting party with the right to pass through the Services to the Organizing Committees of the relevant national Member Federations   |
| <b>Marketing Rights</b>               | The Successful Tenderer will not be granted any rights to market WA, national Member Federations or any WA events.  |
| <b>Governing Law</b>                  | WA is based in Monaco and its agreements are governed by Monaco law and jurisdiction of Monegasque courts. WA is open to agreeing resolving disputes through negotiation firstly, mediation, secondly and third arbitration under the rules of arbitration for the International Chamber of Commerce. All disputes resolution process be conducted in English language. |

## SCHEDULE 5 – SUSTAINABILITY QUESTIONNAIRE

|  |
|--|
| <p>1. Which of the following policy statements do you have?</p> <ul style="list-style-type: none"> <li>a. Sustainability YES/NO</li> <li>b. Environmental YES/NO</li> <li>c. Diversity and Inclusion YES/NO</li> </ul> <p>If “Yes” please supply copies</p>  |
| <p>2. Who has overall responsibility for sustainability matters within your organisation?</p> <p>Name: _____ Position: _____</p>   |
| <p>3. What percentage of your company’s Directors are female?<br/>%</p> <p>What percentage of your company’s workforce are female?<br/>%</p>   |
| <p>4. In relation to the company’s country of registration:<br/>What percentage of your company’s Directors are from minority groups)?<br/>%</p> <p>What percentage of your company’s workforce are from minority groups?<br/>%</p>  |
| <p>5. Does your company have disabled access? YES/NO</p>   |
| <p>6. Is your business classed as:</p> <ul style="list-style-type: none"> <li>a. Small/ micro business? YES/NO</li> <li>b. Community interest company/ not for profit/ charitable aims? YES/NO</li> </ul>  |
| <p>7. Does your business pay above the living wage for permanent and temporary staff relative to their place of work?</p> <ul style="list-style-type: none"> <li>a. Minimum wage YES/NO</li> <li>b. Living wage YES/NO</li> <li>c. Above living wage YES/NO</li> </ul>   |
| <p>8. Have you carried out a sustainability impact assessment and set environmental, social and economic objectives as a result? YES/ NO</p> <p>If “Yes” please provide details</p>  |
| <p>9. Do you hold any of the follow externally verified certifications?</p> <ul style="list-style-type: none"> <li>a. Environmental Management System ISO14001 YES/NO</li> <li>b. Sustainable Event Management System ISO20121 YES/NO</li> <li>c. Sustainable Business B-Corp YES/NO</li> <li>d. Quality Management System ISO9001 YES/NO</li> </ul> |

|  |
|--|
| <p>e. Other YES/NO</p> <p>If "Other" Please specify</p> <p>If "Yes" Please supply certificates</p>   |
| <p>10. Does your company carry any legally required environmental registrations as a result of your work activities YES/NO</p> <p>If "YES" Please provide details of the registrations you hold and copies of certificates e.g., waste carrier licence, packaging registration schemes, hazardous waste producer</p> |
| <p>11. Have you had any environmental enforcement notices or prosecutions as a result of an environmental incident over the past two years YES/NO</p> <p>If "YES" Please supply details</p>  |
| <p>12. Do you have procedures for dealing with sustainability and/ or environmental incidents, e.g., air pollution, use of toxic materials, modern slavery, child labour? YES/NO</p> <p>If "YES" Please attach details</p>   |
| <p>13. Do you have arrangements for minimising waste, recycling and segregating waste in accordance with your duty of care? YES/NO</p> <p>If "YES" Please attached details</p>   |
| <p>14. Do you have staff sustainability training programme that covers:</p> <ul style="list-style-type: none"> <li>a. Environmental impacts YES/NO</li> <li>b. Diversity and inclusion YES/NO</li> <li>c. Sustainable procurement YES/NO</li> <li>d. Other YES/NO</li> </ul> <p>If "Other" please specify</p>        |
| <p>15. Do you monitor and measure your sustainability impact? YES/NO</p>   |
| <p>16. Do you have a sustainable procurement policy or code? YES/NO</p> <p>If "Yes" please attached details</p>  |
| <p>17. Do you measure, reduce and offset the carbon impact of your products and services?</p> <ul style="list-style-type: none"> <li>a. Measure carbon impact YES/NO</li> <li>b. Measure and reduce YES/NO</li> <li>c. Measure, reduce and offset YES/NO</li> </ul>  |

If “Yes” to offset - provide certificate

18. Is there any other relevant information you would like to include relating to your organisation’s sustainability performance? YES/NO

If “YES” please specify