

MODEL OF A UITP/CANDIDATE HOST CONTRACT

61st

**UITP WORLD CONGRESS and MOBILITY & TRANSPORT
EXHIBITION 2015**

AGREEMENT

BETWEEN

INTERNATIONAL ASSOCIATION OF PUBLIC TRANSPORT, international non-profit organisation, with registered office at rue Sainte Marie 6, B-1080 Brussels (Belgium), validly represented by its Secretary General, Dr. Hans Rat, hereafter referred to as "UITP"

AND

1....., located in , validly represented by,

hereafter referred to as "the Candidate Host" or "Host"

[AND, if applicable in the case of several Candidate Host Entities

2.,

hereafter referred to as "the Candidate Host" or "Host"

When named hereafter together, referred to as the "Parties".)

WHEREAS:

- The Candidate Host was selected (together with xx other candidates - (hereafter referred to as the xx "Short-Listed Candidate Hosts") at the UITP Executive Board Meeting held in Brussels in September 2010, from those who had submitted to UITP, in accordance with the "UITP 2015 World Congress and Exhibition - Rules and Conditions for Host Applicants" (hereafter referred to as "Rules & Conditions" - see annex 1) their candidacy for hosting the UITP 2015 World Congress and Mobility Transport Exhibition (hereafter referred to as "the Events");

- The Rules & Conditions provide that UITP and the Short-Listed Candidate Hosts will enter into a second (pre-)contractual agreement containing additional undertakings and conditions;

- UITP wishes to ensure that the Short-Listed Candidate Hosts subscribe to this Agreement before the final designation of the Host is made;

- The designation of the Host of the Events will be made by the UITP Board at its meeting to be held in Geneva in February 2011, namely taking into consideration the final reports submitted by the Short-Listed Candidate Hosts;

- This Agreement will remain valid between UITP and the finally selected Host up to the termination of the Events;
- The capitalized terms in this Agreement have the same meaning as previously given in the Rules & Conditions or other contractual documents (hereafter referred to as Annex 1 and its appendices A, B, D and if applicable C).

IT HAS BEEN AGREED AS FOLLOWS :

ARTICLE 1: OBJECT - VALIDITY AND DURATION OF STATEMENTS AND ANNEXES

Unless otherwise indicated in this Agreement or in the Rules & Conditions, all Commitments, Statements and Annexes made by the Candidate Host during the Final Bidding Process (**Annex B and Appendices**) and in this Agreement remain binding on the Candidate Host up to the final designation of the Host. If the Candidate Host is designated as Host they remain binding up to the termination of the Events.

The Bidding Documents and this Agreement together form the contractual framework between Parties. They have the same value in law. However, in case of discordance between the Bidding Documents and this Agreement, this Agreement shall prevail.

Parts of this Agreement may be cancelled and/or amended by written common agreement without prejudice to the rest of this Agreement.

The Candidate Host acknowledges and accepts that this Agreement is part of the Bidding Process for hosting the Events and that therefore no rights to a final designation as Host can be derived from it nor can the non-designation as Host give rise to any indemnification whatsoever of the Candidate Host by UITP.

ARTICLE 2: JOINT CANDIDACY FOR HOSTING

In case the Candidate Host consists of two or more entities (hereafter referred to as "Group Candidate Host" or "Group Host"), every individual entity shall validly sign this Agreement or provide a valid common declaration formally stating they are jointly and severally bound by this Agreement and the Bidding Documents.

If one or more of the entities composing the Group (Candidate) Host withdraws or has been excluded from this Agreement by decision of the UITP Executive Board before or after the final selection, the remaining entity or entities of the Group Candidate Host or, as the case may be, of the Group Host are responsible for the fulfillment of this Agreement, the Bidding Documents and its future Annexes.

UITP will, under all circumstances and at all times during the Bidding Process and up to the termination of the Events, consider the Group Candidate Host, or as the case may be, the Group Host, as a single entity. UITP will not enter, in no case and at no time, into separate written or verbal agreement(s) with one of the entities forming part of a Group (Candidate) Hosts.

The Parties agree that UITP may unilaterally terminate this Agreement with any single entity composing the Group (Candidate) Host with any compensation for the excluded entity or entities.

ARTICLE 3: GENERAL CONDITIONS

3.1 Legal Entities

The Parties agree that they will in no case and at no time commit the other Party as an entity (entities), its members, affiliates or personnel in any formal, legal and/or financial way without prior written consent of a designated and authorized representative of that Party.

This clause applies to the fulfillment of the Local Host Commitments, as stipulated in the Rules & Conditions, as well as to any action(s) decided in future and carried out by the (Candidate) Host and requiring formal acknowledgement by a designated and authorized UITP representative.

3.2 Sub-Contracting and Assignment

The Host is not entitled at any time, up to the termination of the Events, to subcontract or assign to any other entity all or part of its Commitments made under the Rules & Conditions without prior written authorization of UITP.

UITP may sub-contract or assign all or part of its commitments as long this is not in contradiction with this Agreement and/or its Annexes.

3.3 Confidentiality

Each Party shall keep secret and confidential the financial aspects of this Agreement, all information, including financial information, documents and agreements (hereafter referred to as "the Confidential Information"), relating to the other Party that has been disclosed or obtained as a result of the relationship of the Parties under the Bidding Process, including under this Agreement and/or Bidding Documents. Any disclosure of Confidential Information made to any employee, consultant, sub-contractor or agent shall be subjected to obligations equivalent to those set out in this Agreement.

The obligations of confidentiality shall not extend to the Parties' supervisory bodies, nor to requirements under applicable laws, by order of court or governmental body or authority.

This obligation of confidentiality shall not apply to Confidential Information which is or has become publicly available through actions that are not imputable to the party bound by the confidentiality obligation or when disclosed with the written consent of the other party.

This clause 3.3 shall survive for ten 10 consecutive years after the end of this Agreement.

3.4 Intellectual Property, Branding and Corporate Identity

Both, the Candidate Host(s) and UITP agree to undertake any reasonable step to promote and enhance each others image and status. This will be done with greatest respect to each others intellectual property, branding, corporate identity (logo).

In the case that one of the Parties is wishing to use the other Party's intellectual property in whatever form it might be presented or published, whether it is its branding and/or corporate identity (logo), a formal prior consent of that Party has to be requested and properly referenced.

ARTICLE 4: UNDERTAKINGS OF THE PARTIES

4.1 UITP

Without prejudice to Article 4.2., UITP is responsible for the professional, financial and logistical organization of the Events, and more specifically for:

- The establishment of a general Events budget and the financial management of the Congress and Exhibition.
- The establishment of all Events registration fees (Congress and Exhibition) and the allocation and use of all funds collected, including the funds deriving from sponsorships, subsidies and/or reimbursements.
- The rental and management of adequate Congress and Exhibition facilities.
- Making available and/or contracting for all appropriate services necessary for the general organization of the Events.
- The establishment of a general Organization Chart and overall co-ordination between present and future bodies and individuals involved in setting up and managing the Events.
- The establishment and management of Membership Committees supporting and/or supervising the professional, logistical and financial organization.
- The selection and management of the scientific programme of the UITP Congress, with the exception of the Local Host Session.
- The establishment and execution of an international communication and media programme including the provision of relevant documents
- The establishment and execution of an international marketing and sales programme including the provision of relevant documents.
- The organisation and/or co-ordination of the Social Events Programme.
- The comprehensive information on Hotel accommodation for Congress Delegates and Accompanying Persons, Exhibitors and Trade Visitors.
- The establishment and management of the Accompanying Persons' Programme and, if applicable, the organisation of pre- and post Event tourism programmes.
- Registration and on-site management of Congress participants and Exhibitors.
- The establishment and execution of a Trade Visitor promotion programme.

Furthermore, UITP will:

- Provide the Host with 2 registrations exempted from participation fees for all upcoming international UITP events during the period between June 2013 and June 2015.
- Provide the Events Host with a maximum of 20 registrations exempted from participation fees during the 61st UITP World Congress.
- Provide the Events Host with adequate amounts of promotional documentation and with relevant data and up-to-date information, in order to support its communication, marketing and sales efforts.
- Provide the Events Host with a 100 m² exhibition space (space only) free of charge at the UITP Mobility and Transport Exhibition 2013 for its exclusive use.
- Provide the Events Host with a 200 m² exhibition space (space only) free of charge at the UITP Mobility and Transport Exhibition 2015 for its exclusive use.

4.2 The Host

The Host will be responsible for the full list of its commitments as stipulated in **Annex 1** to this Agreement.

Furthermore, the Host will:

- Designate permanent and responsible representatives for the 2013 and 2015 Congress and Exhibition Steering Committees, the UITP Congress Programme Group (from 2013 onward), and the UITP Executive Board (from 2013 onward).
- Establish and manage a Local Honorary Committee (from 2013 onward) composed by local, regional and national bodies supporting the Events on a political level.
- Establish and manage a Local Organizing Committee (from 2013 onward).
- Establish Local Project Teams, managed by a responsible Host representative.
- Use the UITP model contract and respect the terms and conditions thereof for sub-renting of exhibition space.
- Submit to UITP for its prior approval all the draft agreements with respect to the Sponsorships.
- Carry out all its responsibilities in close co-operation with and under the supervision of UITP.

ARTICLE 5: FINANCIAL COMMITMENTS AND CONDITIONS

5.1 Financial responsibilities

Each Party is entirely financially responsible for its respective Commitments as stipulated in **Article 4, points 4.1 and 4.2**. The financial responsibility includes but is not limited to:

- staff costs
- travel costs
- overhead costs such as, but not limited to:
 - . Communication costs
 - . Equipment and material costs
 - . Third-party costs
 - . Depreciation

5.2 Financial responsibility for commonly shared Commitments

Should the case arise that the Parties share responsibility for activities not yet listed in this Agreement, the financial responsibility will be decided by common agreement and established in a written amendment to this Agreement.

5.3 Bank Guarantee

5.3.1. UITP can call upon the bank Guarantee in following cases:

- (i) In the case that the Host has not succeeded in securing the minimum of 550,000.00 Euro (five hundred and fifty thousand Euro) in cash or in-kind equivalent duly approved by UITP, for the sponsorship of the Events, the Host's Bank Guarantee will cover the difference up to the minimum sponsorship amount;
- (ii) In the case the total amount in sponsorships effectively perceived by/paid to UITP is lower than the said minimum of 550,000.00 Euro, the Host's Bank Guarantee will cover the difference up to the minimum sponsorship amount;
- (iii) In the case the Host fails to perform any of its Commitments under this Agreement or under the Rules and Conditions, for the damages in excess of 10 000 Euro suffered by UITP.

5.3.2. The Bank Guarantee will be returned in full or to the extent it was not called upon as provided for in the said Bank Guarantee and/or in clause 5.3.1. above and/or under clause 5.5., to the Host after termination of the event.

5.4 Financial Compensation

5.4 .1 Exhibition

The Host is remunerated by 10 % of the applicable exhibition catalogue rates [EX VAT/TAXES] for each square meter sold and paid up to the Host's commitment of a minimum of 3 000 net m² exhibit space (exclusive of the free surface occupied by the Host itself).

For each square meter sold and paid above the minimum of 3 000 net m² exhibit space (exclusive of the free surface occupied by the Host itself), the Host will receive 12 % of the applicable exhibition catalogue rates.

In case the sales activities undertaken by the Host do not reach the required minimum of 3 000 net m² exhibit space (exclusive of the free surface occupied by the Host itself), no remuneration percentage will be granted.

5.4.2 Congress

A fixed amount of 50 Euro (fifty Euro) ex VAT/TAXES of each Congress delegate registration fee effectively collected by UITP (exclusive of free registrations) will be allocated to the Host as compensation for its contribution to the general organisation.

5.5 Cancellation of the Events

If the Events are cancelled by decision of UITP earlier than the cancellation date of 6 (six) months prior to the Events, no compensation will be granted to the Host.

If the Events are cancelled by UITP after the above mentioned cancellation date, UITP will grant to the Host 10 % of the remaining net revenue collected after deduction of reimbursements and/or penalties paid.

If the Events are cancelled by decision of the Host, the bank guarantee will be retained by UITP if the cancellation occurs one year or less prior to the Events.

ARTICLE 6: APPLICABLE LAW

Both UITP and the Host are fully responsible under the respective present and future laws which apply to them. The one party will not be held responsible for any breach caused intentionally or unintentionally by the other Party or one of its agents and/or designated representative.

The validity, construction and performance of this Agreement, the Bidding Documents and/or other Annexes, shall exclusively be governed by Belgian law.

ARTICLE 7: SEVERABILITY

Should one or more clauses of the present Agreement be nullified, this will not nullify the other clauses.

Should the validity or opposability of one or more clauses be challenged, the parties will collaborate on its replacement by a clause with equivalent legal and economic effect and whose validity or opposability cannot be challenged.

ARTICLE 8: ELECTION OF DOMICILE AND NOTIFICATION

For execution of the present agreement, the parties elect as domiciles the addresses shown below:

For UITP Rue Sainte Marie, 6
BE-1080 BRUSSELS
Belgium

For the Host

In order to be valid, any notification between the parties shall be addressed to the elected domicile by registered letter with acknowledgement of receipt, or by any electronic means.

ARTICLE 9: PREVENTION AND RESOLUTION OF DISPUTES

In case of a conflict, the Parties agree to first try to resolve it in amicable negotiations conducted in the utmost good faith.

To this end, as soon as one of the parties feels that such a conflict has arisen, it will notify the other party in writing within a period of ten (10) working days.

The party receiving the notification must respond within ten (10) working days from receipt of the notification.

Should this prior conciliation procedure fail, the parties agree to definitively resolve their dispute through arbitration in accordance with the arbitration procedure of the International Chamber of Commerce in Paris.

ARTICLE 10: FORCE MAJEURE

Force majeure means an event outside the reasonable control of either Party affecting its ability to perform any of its obligations under this Agreement including acts of nature like natural catastrophes, fire, flood or lightning, war, revolution, acts of terrorism, riots or civil commotion, but excluding strikes, lock-outs or other industrial action, whether of the affected Party's own employees or others, failure of suppliers of power, fuel, transport, equipment, raw materials or other goods or services.

Each Party shall contract individually an insurance covering its liability to the other Party in case of Force Majeure. Copies of the respective insurance documents will be appended to this Agreement one year prior to the date of the Events.

If performance of this agreement or of any obligation hereunder is prevented, restricted or interfered with by reason of force majeure, the Party so affected, upon giving prompt notice to the other Party, will be excused from such performance to the extent of such prevention, restriction or interference; provided that the Party so affected will make its best efforts to avoid or remove such causes of nonperformance.

ARTICLE 11: ENTRY INTO FORCE

This Agreement enters into force from its date of signature.

Drawn up and signed at () on ()

In two (02) originals in English

On behalf of the (Candidate) Host

On behalf of UITP

THE SECRETARY GENERAL WITNESSED BY THE SENIOR DIRECTOR

Hans RAT

Helga Severyns

ANNEXES:

Annex 1: Appendix 1 and its Annexes have been provided by the Candidate Host as part of the Rules and Conditions for Host Applicants.