

**PROTOCOLS TO BE MAINTAINED BY NEKTAR**

**FOR THE OPERATION OF THE  
INTERNATIONAL BUSINESS CONSORTIUM**



## **Articles**

INTRODUCTORY ARTICLE	3
ARTICLE I DEFINITIONS	3
ARTICLE II RESPONSIBILITIES OF NEKTAR	5
ARTICLE IV DOMAIN AND SECTORS	5
ARTICLE V ANNOUNCING SDG VENTURES	6
ARTICLE VI PROPOSING SDG VENTURES	6
ARTICLE VII CAPITAL REQUIREMENTS AND SOURCING	7
ARTICLE VIII EVENTS AND LAISSEZ-PASSER	7
ARTICLE IX EXPENSES	7
ARTICLE X FACILITIES	8
ARTICLE XI LICENSING AND TAXES ON SDG VENTURES	8
ARTICLE XII GUARANTEES OF SDG VENTURES AND OTHER ENTERPRISES	8
ARTICLE XIII SDG VENTURE CERTIFICATES	8
ARTICLE XIV NAMING RIGHTS	9
ARTICLE XV SETTLEMENT AND DISPUTES	9

## **INTRODUCTORY ARTICLE**

Bearing in mind that the World Sports Alliance IGO (the "Alliance") has international legal personality, that the International Innovation Agency (the "Agency") as a specialized agency of the Alliance is responsible to manage assets, raise capital, and to invest in commercial projects implemented and operated by members of the Nektar International Business Consortium (IBC),

Noting that the Alliance and the Agency are sister organizations and that Nektar is an exclusive appointed person to both organizations.

Noting that membership in the Agency is reserved to Alliance member states and that such membership gives rights to participation in the Financing Operations of the Agency.

Noting that the IBC is organized as to function internationally, continuously, in accordance with its own status and, based upon these Protocols, the Articles of Agreements of the Agency and the documents establishing the Alliance and that the operational management of the IBC has been permanently delegated to Nektar.

Noting that application, submission, implementation and operation of SDG Ventures described in these Protocols are reserved to individuals and private enterprises members of Nektar who participate in Nektar Meetings and in the development of strategies and proposals in support of the Alliance Initiative.

Desiring to confirm the Protocols to be maintained by Nektar directly and through its consolidated subsidiaries, for the management of its members during their endeavours to support the Strategic Development Plans of Alliance member states for the achievement of the Sustainable Development Goals and targets as well as related matters;

**THE ALLIANCE, THE AGENCY AND NEKTAR HAVE AGREED** as follows.

### **ARTICLE I DEFINITIONS**

The following words, unless otherwise specifically provides, shall mean:

**Alliance** means the World Sports Alliance Intergovernmental Organization, and its subsidiary bodies.

**Alliance Initiative** means the use of donations, sponsoring, naming rights, including but not limited to partnerships in Corporate Social Responsibility (CSR) and revenues generated from SDG Ventures to finance the implementation of projects and programs including, but not limited to, the organization of events and the implementation of NCEs and ESHLs within the territory of a member state of the Alliance.

**Agency** means the International Innovation Agency, and its subsidiary bodies.

**Build-own-operate-transfer (BOOT)** means a contract signed between a member state, a member of Nektar, the Alliance and, the Agency or an investor, as the case may be, to build, own, operate and transfer a SDG Venture in a specified duration. Upon the expiration of this duration, the member of Nektar shall transfer without compensation such SDG Venture to the member state.

**Build-operate-transfer (BOT)** means a contract signed between a member state, a member of Nektar and or the Alliance and or, the Agency or an investor, as the case may be, to build and operate a SDG Venture in a specified duration. Upon the expiration of this duration, the member of Nektar shall transfer without compensation such SDG Venture to the member state.

**Build-transfer-operate (BTO)** means a contract signed between a member state, a member of Nektar and or the Alliance and or, an investor, as the case may be, to build a SDG Venture. After completely building this SDG Venture, the member of Nektar shall transfer it to the member state. The member-state will grant the member of Nektar the right to operate that SDG Venture for a

specified duration to recover investment capital and earn profits.

**Build-transfer (BT)** means a contract signed between a member state, a member of Nektar and or the Alliance and or, an investor, as the case may be, to build a SDG Venture. After completely building this SDG Venture, the member of Nektar shall transfer it to the member state. The member-state will create conditions for the member of Nektar, and, the Agency or the investor, as the case may be, to implement other projects for recovering investment capital and earning profits or shall make payments to the member of Nektar, the Agency or the investor, as the case may be, as agreed in the BT contract

**Events** means meetings, conferences, roadshows and official missions, as the case may be.

**Education, Sports, and Health Programs or ESHP** means the global Education, Sport and Health Programs designed by the World Center of Excellence as well as the national programs developed and conveyed by NCE's.

**Education, Sports, Health Labs or ESHL** means the facilities deployed in the territory of a member state within the framework of the Alliance Initiative. An ESHL can be a research, training, research or sport institution, a sports or health centre and its form or forms are agreed between the Alliance and member states based on social, political and organizational factors and positive contribution to the SDGs.

**Host Country** means the member state of the Alliance or the Agency, that will host the WCE and HQ of the Alliance or the IICE of the Agency, as the case may be.

**Headquarter or HQ** means the principal Premise of the Alliance or the Agency in the territory of the Host Country, as the case bay be.

**Innovation Centers of Excellence or ICE** means the principal Premise of the Agency in the territory of a member state responsible to develop national strategies.

**International Innovation Centers of Excellence or IICE** means the principal Premise of the Agency in the territory of the Host Country.

**International Business Consortium or IBC** means the exclusive appointed entity responsible to develop strategies and proposals in favour of the Alliance Initiative. The IBC is responsible for the identification of donors, sponsors and for the assistance in negotiation and establishment of Public and Private Partnerships and partnerships in Corporate Social Responsibility (CSR) with private enterprises (SDG Ventures).

**Nektar** means the exclusive and permanent appointed entity with full power and authority to operate the IBC.

**Nektar Terminal** means the private terminal owned and operated by Nektar to provide research services, publish, announce and manage members and SDG Ventures.

**Nektar Meetings** means the events organized as official missions with members of Nektar to develop strategies and proposals in support of the Alliance Initiative.

**Member states** means members of the Alliance or the Agency, as the case may be.

**Members of Nektar** means individual or private enterprise members of Nektar that participate in Nektar Meetings to develop strategies and proposals in support of the Alliance Initiative and that have been approved by Nektar to bid on, implement and operate SDG Ventures.

**National Centers of Excellence or NCE** means the principle Premise of the Alliance in the territory of a member state responsible to develop national strategies and to relay ESHP's.

**SDG Ventures** means BOOT, BOT, BTO or BT contracts, public and private partnerships and, other projects brought into relationship with the Alliance, the Agency and their member-states through Nektar to contribute to the development of the Alliance Initiative.

**World Center of Excellence or WCE** means the principle Premise of the Alliance in the territory of its Host Country responsible for the coordination and implementation of all Alliance socio-

economic activities.

## **ARTICLE II                      RESPONSIBILITIES OF NEKTAR**

In addition to the obligations specified elsewhere in these Protocols, it shall be the responsibility of Nektar during the 2023-2030 Strategy period to :

- (a) identify and select members with the skills and history of delivering projects to develop strategies, proposals and to implement and operate SDG Ventures
- (b) organize Events for its members, the Alliance and the Agency and provide such equipment, facilities transport and accommodation as may be required for the purpose of attending Events;
- (c) provide access to the Nektar Terminal for the collection and distribution of data at the product, sector, industry or enterprise level with research, alerts, calendars and analytical tools), manage public and private communications platforms (social media, entertainment or commercial) and provide such complementary services as may be required for the management of SDG Ventures and for the promotion of the Alliance Initiative.
- (d) propose to members of Nektar the economic sectors of critical importance in which member-states have an interest in developing SDG Ventures;
- (e) present SDG Ventures from the announced list to its members and, project proposals of members of Nektar to the Alliance, the Agency and their member-states;
- (f) facilitate discussions and negotiations between its members, the Alliance, the Agency and member-states for the conclusion of agreements and protocols including but not limited to SDG Ventures;
- (g) establish within six (6) months from the first SDG Venture be launched an oversight Committee composed of no less than three (3) persons, one (1) nominated by the Alliance, one (1) by the Agency and one (1) by Nektar to oversee activities of members of Nektar and report to the General Assembly of the Alliance and the Board of Governors of the Agency.

Nektar shall be guided in all its policies and decisions by the provisions set forth in this Article.

## **ARTICLE IV                      DOMAIN AND SECTORS**

1. The Alliance and the Agency encourage the implementation of SDG Ventures in science, technology and innovation in the territory of their member-states and in particular for the implementation and operation of new enterprises, infrastructures and facilities versus the improvement, expenditure and modernization of existing enterprises.
2. For the 2023-2030 Strategy period, the Alliance and the Agency shall focus on a diversified portfolio of Bitcoin and financial technology enterprises and, in particular enterprises with specific capabilities related to the digitization of asset backed tokens such as currencies, gold, natural resources and bonds and, the implementation and operation of private settlement networks, crypto wallets, banking and mining infrastructures, e-payment, peer-to-peer payment, pointe-of-sale payment, e-commerce payment and cryptocurrency, utility and asset backed token exchanges as well as related services.
3. Private enterprises in FoodTech, AgriTech, renewable energy and involved in the creation and use of carbon credits (i.e electric manufacturers, renewable energy suppliers, green tech companies, protection or reforestation) may be selected to further improve diversification.

4. The Alliance and the Agency shall give priority and work with member-states to accelerate the registration and issuance of specific licenses, permits or regulatory status for members of Nektar with specific capabilities specified in Section 2 of this Article.
5. For projects specified in Section 3 of this Article, the Alliance and the Agency shall collect written opinions of concerned Ministers and submit them to Nektar for consideration and decision on a case-by-case basis.

## **ARTICLE V                   ANNOUNCING SDG VENTURES**

1. Nektar shall announce the list of SDG Ventures provided by the Alliance, the Agency and member states on the Nektar Terminal based on the Strategic Development Plans of member states for each period with the following details:
  - a) Name of the SDG Venture;
  - b) Objectives of the SDG Venture;
  - c) Expected territory (country, state, city) for implementation of the SDG Venture and other SDG Ventures (if any);
  - d) Summarised major technical parameters, estimated total investment capital and financial requirements;
  - e) License, permit or regulatory status requirements, registration requirements and estimated time for the issuance of such specific license, permit or regulatory status.
  - f) Type of contract;
  - g) Name, address, telephone number and fax number of the agency or agencies competent to sign and perform the SDG Venture and issue license, permit or regulatory status.
2. In addition to the details described in Section 1 of this Article, the announcement shall include a project presentation file and, in that connection explain projected contribution towards the SDGs and what part of capital investments or income streams ( e.g initial contribution, net income or revenue) generated from the SDG Venture shall be dedicated to the Alliance Initiative.
3. Nektar shall publish the list of SDG Ventures with project presentation files on the private section of its Terminal within 5 working days after their announcement and, members of Nektar shall have 30 working days from the date of the publication to apply for, or submit a similar SDG Venture with a member state.
4. An announced list of SDG Ventures may be modified or supplemented at any time.
5. Upon the expiration of the time limit, Nektar shall publish the list of its members that have registered in writing their interest in implementing or operating SDG Ventures with member states.
6. Nektar may decide at anytime to organize a domestic or international open bidding for the development of strategies and proposals in support of the Alliance Initiative.

## **ARTICLE VI                   PROPOSING SDG VENTURES**

1. Members of Nektar may at any time request implementation of SDG Ventures outside the announced list (project proposals) and shall make and send such project proposals to Nektar for approval within the same format as announced in Section 1 of Article V and with the following additional details :
  - a) A written request for approval;
  - b) Document evidencing the member's legal status and financial and technical capacity;

- c) A written introduction of the financial capacity and experience of implementing similar projects (if any);
  - d) Other documents necessary for explaining the project proposal.
  - e) Profile of the management.
  - f) Proposal of what part of capital investments or income streams ( e.g initial contribution, net income or revenue) generated from the SDG Venture shall be dedicated to the Alliance Initiative.
2. Nektar shall distribute project proposals to the Alliance, the Agency and member states or a specific member state for consideration. In cases where project proposals are approved, Nektar shall decide to add and publish the principal details of these projects in the private section of its Terminal. Within 30 working days from the date of publication, if no other members of Nektar register interest to implement the projects, the Alliance or the Agency, as the case may be, shall designate members with the approved project proposals to implement and operate the SDG Ventures.

## **ARTICLE VII CAPITAL REQUIREMENTS AND SOURCING**

Members of Nektar operating a SDG Venture must finance themselves the minimum operational budget of the SDG Venture or the Agency may invest in the SDG Venture. In the case where the Agency invests in the SDG Venture, the Agency equity in such SDG Venture shall not exceed 49%, unless authorized by its internal agreements. In the case where the members of Nektar operating the SDG Venture requires more capital (whether or not the Agency has invested), then the Agency and members of Nektar may seek outside investment capital.

## **ARTICLE VIII EVENTS AND LAISSEZ-PASSER**

1. Nektar shall organize for its members Events according to the established protocols of the Alliance and the Agency.
2. Members must hold current, valid and unrestricted passports and follow security and health policies when crossing borders and attending Events. In addition, members must maintain comprehensive general liability and insurance policies during Events and as soon as they start implementing and operating SDG Ventures.
3. Laissez-Passer travel documents (LP) and Mission Letters setting out the purpose and scope of tasks assigned shall be issued by the Alliance or the Agency, as the case may be, to Nektar and members of Nektar during Events and when implementing or operating SDG Ventures.
4. LP travel documents and Mission Letters shall confer the bearer with diplomatic status, immunities and privileges within the territory of member states when travelling during official missions and when implementing or operating SDG Ventures.

## **ARTICLE IX EXPENSES**

1. Expenses for making, announcing and selecting SDG Ventures and other expenses relating to the performance of powers and responsibilities of Nektar shall be allocated from the budget of Nektar.
2. Expenses for formulating and appraising project feasibility study reports or SDG Venture proposals made by members of Nektar (including travel expenses related to Events ) shall be paid by the member of Nektar attending such Event and formulating or proposing to implement a SDG Venture.
3. Depending on the characteristics and size of a SDG Venture, the member of Nektar selected to implement a SDG Venture or proposing a SDG Venture shall pay project preparation expenses specified in Section 2 of this Article to Nektar. (including travel expenses of Nektar mutually

agreed with the member of Nektar formulating or proposing to implement a SDG Venture)

#### **ARTICLE X FACILITIES**

1. The Alliance or the Agency, as the case may be shall assist SDG Ventures in the acquisition or renting of suitable premises (land or office building) and such other facilities as required for the implementation or operations of SDG Ventures on the territory of member states.
2. Until such premises are ready for permanent use and occupancy by the SDG Venture, the Alliance or the Agency, as the case may be shall provide the SDG Venture with suitable temporary office accommodation and facilities to enable the SDG Venture to carry out its purpose and functions.

#### **ARTICLE XI LICENSING AND TAXES ON SDG VENTURES**

1. If the types of activities or operations carried out by a SDG Venture requires the existence of a specific license or permit or a regulatory status ( e.g. exchange, professional market participant, insurance company ), the Alliance and the Agency shall work with member states to accelerate and/or simplify the registration and issuance of such specific license or permit or regulatory status.
2. If the types of activities or operations carried out by a project falls within the framework of a public and private partnership, then the income and property in the territory of the member state of such SDG Venture shall:
  - (a) be immune from any and all taxes or charges, whether national or local, except for specific service fees;
  - (b) be free from any obligations to pay, withheld, or collect any taxes; and
  - (c) be immune from any customs duties, taxes or charges or any import or export restrictions in relations to goods intended for official use.
3. National contractors or enterprises engaged to facilitate SDG Ventures shall not enjoy the privileges as provided in Section 2 of this Article.

#### **ARTICLE XII GUARANTEES OF SDG VENTURES AND OTHER ENTERPRISES**

When necessary and depending on the characteristics of a SDG venture, the Alliance or the Agency, as the case may be, may guarantee loans or fulfil other contractual obligations for a SDG Venture or other enterprises participating in the implementation or operation of a SDG Venture.

#### **ARTICLE XIII SDG VENTURE CERTIFICATES**

1. Nektar shall issue SDG Venture Certificates to members of Nektar that have successfully implemented and launched a SDG Venture. The SDG Venture Certificate shall contain the following principal details:
  - a. Name of the SDG Venture;
  - b. Names of the members of Nektar and, the investors that implement the SDG Venture;
  - c. Principal shareholders;
  - d. Key management;
  - e. Objectives and size of the SDG Venture;
  - f. Territory (country, state, city)
  - g. Total investment capital of the SDG Venture;

- h. Contribution to the Alliance Initiative;
2. Nektar shall issue the SDG Venture Certificate in the form of a Non-Fungible-Token (NFT) within 15 working days from the launch of the SDG Venture and, shall issue a new certificate every year on its anniversary date.

#### **ARTICLE XIV NAMING RIGHTS**

1. The Agency shall issue Naming Rights in the form of Non-Fungible-Tokens (NFT's) to finance the acquisition, planning, design, construction and maintenance of the WCE, the IICE, ICE's, NCE's and ESHL's in the territory of their member states.
2. Naming Rights owner shall have the right to display their names on Premises, means of transport and relevant documentations of the Alliance and the Agency in the territory of the member state concerned.
3. The Agency may issue 1 Naming Right for the WCE and HQ of the Alliance in the form of an NFT having a value of one thousand (1000) Bitcoin.
4. The Agency shall issue 1 Naming Right for the IICE of the Agency in the form of an NFT having a value of one thousand (1000) Bitcoin.
5. The Agency shall issue Naming Rights for the ICE's of the original members of the Agency in the form of NFT's having a value of one hundred (100) Bitcoin each.
6. The Agency shall issue Naming Rights for the NCE's of each member state of the Alliance in the form of NFT's having a value of one hundred (100) Bitcoin each.
7. The Agency shall issue Naming Rights for the ESHL's of each member state of the Alliance in the form of NFT's having a value of twenty five (25) Bitcoin each.
8. Naming Rights shall be available only to members of Nektar.
9. Naming Rights may not be pledged or encumbered in any manner whatsoever, and may be transferred and sold only to other members of Nektar.
10. The Alliance and the Agency may issue additional Naming Rights and modify the prices of any Naming Rights at their own discretion. There shall be no limit as to how many Naming Rights a member may purchase.

#### **ARTICLE XV SETTLEMENT AND DISPUTES**

1. Disputes and disagreements arising between a member of Nektar and a member state shall be, to the extent possible, resolved by the parties via negotiations and consultations.
2. Should any such dispute or disagreement fail to be settled via negotiations and consultations within three (3) months, the dispute or disagreement shall be transferred to the General Assembly of the Alliance or the Board of Governors of the Agency, as the case may be. The General Assembly or Board of Governors, as the case may be, shall consider and resolve the dispute within six (6) months. Following this period any party may refer the dispute or disagreement for arbitration and settlement under arbitration tribunals in the territory of the member state.
3. Disputes between a member of Nektar and any party with which a member of Nektar has entered into an agreement (other than a member state), shall be resolved according to the terms of said agreement. Nektar shall strive to ensure that the relevant documents include a

provision referring any disputes to the International Court of Arbitration in Switzerland (ICC) or to similar arbitration tribunals in the territory of the member state.

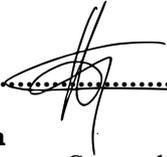
4. No member shall be liable, by reason of its membership, for obligations of Nektar and Nektar shall not be liable for obligations of its members. Nektar shall not be liable for any claims, liabilities or expenses to its members for an aggregate amount in excess of the fees paid by the member to Nektar pursuant to services rendered by Nektar to the member. Nektar shall ensure that membership and service documents with its members include a provision referring any disputes to the International Court of Arbitration in Switzerland (ICC)

These Protocols have been amended by mutual consent of the Alliance, the Agency and Nektar on the 29th day of March 2023, will be published publicly and will enter into force in the same manner as the original Protocols.

## SIGNATORIES

DONE in Toulouse, France on the 29th day of March 2023

**FOR  
THE WORLD SPORTS ALLIANCE**

.....  


**Dr Gilles Klein**  
Founding Secretary General of the Alliance

*I have the authority to bind the Alliance*

**FOR  
THE AGENCY AND NEKTAR**

.....  


**Mr. Malick Maachi**  
Founding President of International Innovation  
Agency and Managing Director of Nektar

*I have the authority to bind the Agency and Nektar*