



Request for Proposal (RFP)

AI Startup Accelerator Program Pilot with National Innovation Center of Vietnam

Announced by JICA DXLab

RFP Release Date: 23 May 2025

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Request for Proposal (RFP)

AI Startup Accelerator Program Pilot with National Innovation Center in Vietnam

23 May 2025

Office for STI & DX, Governance and Peacebuilding Department

Japan International Cooperation Agency (JICA)

Electronic submission must be received at JICADXLab@bcg.com by the latest 18:00 PM Japan Standard Time on 6 June 2025. The email subject needs to be changed to "RFP-NIC-AI-Startup-Accelerator", followed by your organization name (for instance, RFP-NIC-AI-Startup-Accelerator-Name). An information session for bidders will be hosted on 27 May 2025 to clarify questions related to the Pilot and the proposal submission. Fill in this form to register for the information session (pre-registration required).

1 Background

1.1 Problem Statement

Artificial Intelligence ('AI') has emerged as a globally transformative force, ranking as a top priority for digital transformation agendas across governments and enterprises. In Vietnam, AI is expected to be a key catalyst for sustainable economic growth, adding US\$45-60 billion in consumption driven revenue growth and US\$35-40 billion in productivity-enhancing profit uplift. To realise this opportunity, the Government of Vietnam has set a bold aspiration for AI development, prioritizing it as a national strategic pillar for 2030.

Vietnamese enterprises and governments have gradually emerged in AI adoption since 2019, yet use case scalability and sustainability is still at early stage. The country still face structural challenges in scaling AI applications such as fragmented AI ecosystem players, limited AI-specific skills and knowledge among the Vietnamese workforce, and lack of access to high-quality, AI-ready datasets.

Recognizing these systematic gaps, Vietnam has made developing an AI Ecosystem a top priority of its National AI Strategy¹. The country also possesses strong foundational assets to support AI growth, including a rapidly expanding startup network, ranked second in Southeast Asia for the number of generative AI startups². The National Innovation Center ('NIC') of Vietnam is collaborating with Japan International Collaboration Agency ('JICA') to develop an AI Startup Accelerator Program Pilot ('Pilot'). The experience, learnings, and capabilities from the Pilot will serve as a blueprint for future batches of the AI Startup Accelerator Program and foster Vietnam-Japan collaboration.

¹ Decision 127/QD-TTg (2021)

² Southeast Asia GenAI Startup Report 2024

1.2 Announcing Bodies

NIC was established in 2019 to help transform Vietnam's economic development based on innovations and technological advancements through supporting and developing an innovation and startup ecosystem. NIC aims to connect businesses with resources, shape innovation policies, cultivate high-quality, operate Vietnam's innovation network, and deliver impactful services to businesses and the community.

JICA, an implementing agency for Japan's Official Development Assistance ('ODA'), believes that cooperation with developing countries in the digital age needs to change fundamentally. As such, JICA has launched the JICA DXLab, an open-source mechanism to facilitate co-creation with Digital/Execution Partners to transform ODA projects with digital technology and innovation.

Following the Vietnam AI Development Roadmap project conducted by JICA in January 2025, the Government of Vietnam and JICA has been discussing deepening the areas of collaborations. After multiple discussions between NIC and JICA, both sides have decided to pursue the challenges of AI Ecosystem through an AI Startup Accelerator Program Pilot.

As a part of the collaborative effort between NIC and JICA DXLab, this RFP looks to identify a Execution Partner ('EP') for the collaborative development and implementation of the NIC AI Startup Accelerator Program Pilot (see Chapter 2 for details).

The Pilot is expected to be completed by end-October 2025.

2 Objectives of the Pilot

The primary objective of the Pilot is to prove; a) AI startups in Vietnam will be able to enhance their capabilities and global outreach, b) AI Startup Accelerator Program can be catalyst for further development of Vietnam's AI Ecosystem, c) NIC can develop the internal capabilities to effectively run subsequent AI Startup Accelerators and d) AI Startup Accelerator Program can foster Vietnam – Japan AI Collaboration. There are 4 main validation points.

- Startup Capability Development
 - Did participating AI startups improve their AI product maturity and overall business capabilities?
 - Did startups enhance their national, regional, and/or global visibility and establish new partnerships or customer connections?
 - Did startups gain measurable recognition or interest from global investors and industry stakeholders?
- NIC Operational Effectiveness/Capabilities

- Did the AI Startup Accelerator Program Pilot, with support of Execution Partner (“EP”) within schedule and budget constraints?
- Did NIC learn through observing or practical application on how to successfully manage logistics, mentor engagement, and programme to participant satisfaction?
- Scalability and Sustainability
 - Has NIC clearly identified improvements and documented scalable processes for future batches of the AI Startup Accelerator Program?
- Vietnam – Japan AI Collaboration
 - Has the AI Startup Accelerator Program Pilot fostered Vietnam – Japan AI Collaboration through leveraging of Japanese partners, ecosystem and expertise ?

To achieve the objectives of the Pilot, NIC, its EP and related partners will collaboratively develop and provide the following activities:

- A. Business & Technical Mentorship
 - A-1. Context-specific Mentorship:
 - Offer structured training and 1-1 clinic hours to advise on business issues
 - Provide support to validate business model and strengthen GTM plan, etc.
 - A-2. Policy & Regulatory Support:
 - Provide guidance/navigation on existing regulations
 - A-3. Technical Training: Equip startup participants with technology readiness skills (e.g., product management, prompt engineering, advanced AI, etc.).
- B. Business & Partner Matching
 - B-1. Matching to Strategic Business Partners: Direct introduction or provide database of potential business partners (e.g., government distributors, customers, etc.).
 - B-2. Matching to Advisory Partners: Connect startup participants with AI expert networks such as AI4All or provide database of advisory partners for knowledge, skill, and technology sharing.
- C. Infrastructure and Technical Support
 - C-1. Foundational Infrastructure Resource Support: Offer credit packages for AI cloud
 - C-2. Advanced Infrastructure Support (optional): Offer GPU credits & other tools (e.g., API calls, Lab-as-a-Service, Tensor Processing Units, Graphics Processing Units).
 - C-3. Data access: Facilitate connection/referral to data sources
- D. Investment Readiness Support

- D-1. Fundraising Readiness: Provide training and investment materials on fund raising strategies (e.g., term sheet, validation), and advise on attracting foreign investors (e.g., investor relations).
- D-2. Investor Connection: Organize investor connection events (e.g., Capstone event), and facilitate engagement with investors (e.g., deal negotiations).
- E. Operation and Logistics Support
 - E-1. Talent matching support:
 - Refer top graduates from universities to work or do internship at startups
 - Support in finding potential board member or advisor (e.g., pre-screening, selection)
 - E-2. Workspace Support: Offer co-working space or meeting rooms for startup participant team

Among the above activities, the EP will be responsible for A-1, A-3, B-1, B-2, D-1, D-2. The EP will also play a crucial role in supporting NIC for the other activities as the conduit of the participating startups. (See Attachment 4.1 AI Startup Accelerator Program Pilot Overview for details.)

The activities will be provided to 10-15 startups with the following focus:

- State target: Pre-seed and seed phase, with focus on Market validation and scaling³
- Sector focus: Priority for NIC 9 prioritized sectors⁴ but also open to other sectors
- Company type: AI application company⁵

3 Duration and Timeline

3.1 Contract Duration

The engagement is expected to last 3.5 months, with the pilot and report to be concluded by the end-October 2025. The engagement will be further split into 3 phases, with each phase expected to run the following durations (see Chapter 7 for further details):

- Pilot Preparation: 1 month (July 2025)

³ Market validation and scaling is defined as the stage that companies have validated products/services with initial customer traction (e.g. at least 2-5 B2B paid customers) and have plan to raise funds or scale up in the next 12-18 months

⁴ NIC 9 prioritized sectors include smart manufacturing, smart cities, digital content, cybersecurity, environment technology, medtech, semiconductor, green hydrogen, AI (sector agnostic)

⁵ AI application companies are defined as companies that using existing foundational models/LLMs to develop AI use cases with AI as core technology impacting most product functions

- Pilot Execution: 3 months (August 2025 – October 2025)
- Documentation: 2 weeks (end-October 2025)

Following the expiration of JICA’s DXLab master contract in July 2025, a second master DXLab contract is expected to be newly established between JICA and second DXLab consultant (“Operator”) in July 2025 as of current plan. All parties need to confirm that a contract has not been committed. If the second DXLab contract is not established, the contract will not be executed.

3.2 Selection Timeline

- Opening of the RFP: 23 May 2025
- Closing date of submission: 6 June 2025
- Selection: 9 – 20 June 2025 (tentatively)
- Award notice: 23 June 2025 (tentatively)
- Signature of contract: July 2025 (tentatively)

4 Eligibility Requirements

Proposals will only be considered from bidders that meet all the following criteria. For consortium or subcontractor arrangements, the lead bidder must independently satisfy all requirements.

- Legal History
 - The company’s management must have no criminal record.
 - The company must not be included on any sanction list.
- Financial and Organizational Stability
 - The company must have a stable revenue stream, with a minimum annual revenue of USD 150,000 in each of the last two fiscal years.
 - The company must have been in operation for at least two years.

5 Location of Work

The schedule and requirements for onsite presence will be flexibly determined in consultation with stakeholders. However, we anticipate that key relevant team members, will travel to Hanoi, Vietnam as needed. The current assumption is as follows, though it remains subject to change.

- A minimum of 5 visits, including
 - During Pilot Preparation
 - Onboarding and onsite visit to NIC

- During Pilot Execution
 - Intensive training week and networking event
 - Business meeting (if organize offline)
 - Demo day
- During Documentation
 - Handover meetings
- Each visit is expected to be no more than one week.

6 Related Parties

- **Owner**
 - NIC
- **Contractee of Operator**
 - JICA
- **Users**
 - Vietnam-based startups
- **Operator**
 - A consulting firm engaged by JICA to operate JICA DXLab and to facilitate the execution of the Pilot. Operator will be the contracting counterparty to EP
- **Contractor**
 - The selected EP

7 Scope of Work

7.1 Startup onboarding and preparation

- Conduct baseline assessment of startups before or during official kick-off to identify potential support areas, prioritized content and align on program expectations.
 - EP to interview or conduct each startup individually to understand current business state and understand their expectation in this program and ultimate goals for their companies.
 - EP to provide consultancy on which support areas to prioritize based on, but not limited to, value and feasibility within the Pilot.
 - Timeline
 - In late July or early August 2025

- Provide detailed content and program execution plan based on existing program outline provided by NIC and Operator with customization to startups' current state and expected outcome during the program.
 - Timeline
 - In July 2025

7.2 Execution of training activities

- Conduct at least 1 week of intensive training and workshops to equip startups with foundational skills
 - Format
 - Physical event in Hanoi
 - Content
 - Business context-specific mentorship:
 - Topics may cover following items: Business strategy, Go-to-market plan, Business Development & Pipeline Development
 - EP is encouraged to incorporate Japanese advisors or lessons from Japanese case studies where relevant.
 - Fundraising readiness:
 - Topics may cover following items: Financial modelling & Valuation, Pitch Deck Development, Term sheet
 - Orientation on cross-border fundraising practices and expectations from Japanese investors should be included where relevant
 - Technical training:
 - To be conducted by other technical partners with support from EP on coordination during the workshop
 - AI4Life from Hanoi University of Science and Technology could be a potential partner to support with some training sessions to foster synergies under broader JICA collaboration activities in Vietnam
 - Where feasible, Japanese technical mentors or advisors should be included to enrich regional context.
 - Participants
 - Selected participating startups, with small travel support if they are not based in Hanoi (cost allocation to EP or NIC shall be discussed during contract negotiations)
 - Trainers or experts, provided by either EP or NIC
 - Timeline
 - At the beginning of the Pilot in August 2025

- Conduct at least 8 1-on-1 mentoring sessions with industry experts for each startup individually. More mentoring should be provided to startup who request it or seemingly need it.
 - Format
 - Hybrid, physical event in Hanoi and virtual (subject to availability of startups and mentors)
 - Content
 - Key content will be defined based on startup needs assessment and alignment between startups and programs on key milestones, but may include 3 main topics: Business mentorship and Fundraising readiness and Technical training.
 - Technical training will be provided by other technical partners of the program. In this case, execution partner may need to coordinate logistics and startup-mentor arrangement.
 - Participants
 - Selected participating startups
 - Trainers or experts, provided by either EP or NIC. Each startup should be assigned at least one key mentor that is knowledgeable in the field of the startup's key support area
 - EP is encouraged to incorporate Japanese advisors or lessons from Japanese case studies where relevant.
 - Timeline
 - Weekly or biweekly from August to October 2025

7.3 Event organization and coordination

- Organize one networking event at the beginning of the Pilot to connect startups with advisors and promote peer learning. The event should also support the development of startups' internal capabilities.
 - Format
 - Physical event in Hanoi
 - Potential participants
 - May include, but not limited to, successful startup founders, advisors from major corporations, representatives from venture capital firms, and industry organizations
 - Content
 - Highlight critical success factors for AI startup development and outline actionable approaches to achieve them

- For partner invitations, the EP may request support from NIC to engage potential partners or investors from NIC’s network.
- EP is encouraged to consider potential Japanese stakeholders for participation, in collaboration with JICA and NIC.
- EP is responsible for coordinating all relevant stakeholders and planning the event.
- Timeline
 - August 2025 (Beginning of the Pilot)
- Organize at least one business meeting in the second month to connect startups with potential partners or investors, based on their level of readiness.
 - Format
 - Physical event in Hanoi or virtual
 - Participants
 - May include, but not limited to, representatives of domestic and international corporations with an interest in implementing AI solutions, and representatives of venture capital firms
 - For partner invitations, the EP may request support from NIC to engage potential partners or investors from NIC’s network.
 - EP is encouraged to consider potential Japanese partners or investors for participation, in collaboration with JICA and NIC.
 - EP is responsible for coordinating all relevant stakeholders and planning the event.
 - Timeline
 - September 2025, subject to startup availability
- Organize one demo day at the end of the program, during which startups will present their products and business developments to partners and investors, and highlight key achievements from the program.
 - Format
 - Physical event in Hanoi and virtual
 - Participants
 - May include, but not limited to, representatives of domestic and international corporations interested in deploying AI solutions, representatives of venture capital firms, and other stakeholders such as industry experts or government authorities.
 - For partner invitations, the EP may request support from NIC to engage potential partners or investors from NIC’s network.
 - EP is encouraged to consider potential Japanese partners or investors for participation, in collaboration with JICA and NIC.
 - EP is responsible for coordinating all relevant stakeholders and planning the event.
 - Timeline

- Late October 2025 (at the end of the Pilot)

7.4 Business matching activities

- Coordinate with startups to identify their needs for connections to potential business partners (e.g., distributors, suppliers, corporate clients) and investors, and provide consultation to help select high-potential matches aligned with their level of readiness.
 - Timeline
 - From August to September 2025
- Conduct outreach to potential partners or investors, with support from NIC and the Operator, to introduce the startups and facilitate meetings between the startups and the identified partners or investors.
 - A minimum of 3 high-quality introductions per startup should be facilitated during the program, subject to each startup's level of readiness. Business matching activities may take various formats, including the events outlined in Section 7.3.
 - Support may be provided on an as-needed basis to help startups effectively prepare for partner engagement, such as refining presentation materials or advising on strategic collaboration areas.
 - It is desirable to encourage and support participants to attend other conferences, events and key meetings within network of EP and NIC to maximize their engagement with potential partners and stakeholders.
 - It is encouraged to support and facilitate startup participation in relevant conferences, events, and key meetings within the networks of the execution partner and NIC, to maximize exposure to potential partners and stakeholders.
 - Priority may be given to opportunities that support Japan–Vietnam partnership development, including introductions to Japanese corporates, VCs, or industry organizations where relevant.
 - Timeline
 - From September to October 2025 (end of the Pilot)

7.5 Coordination for infrastructure support and other operational support

- Coordinate with startups to understand startups' needs on infrastructure, data and other operational support.
 - EP may connect startups with sources of support, including following items:
 - Infrastructure and technical tools such as cloud, API or coding environment.
 - Data sources for application development and model training
 - Top talent hiring such as AI experts or C-level executives, with potential collaboration with other NIC and JICA talent development programs
 - Co-working spaces at NIC or other locations, subject to availability

- Startup needs assessments may be conducted at the beginning of the program or based on each startup’s readiness. The EP is expected to provide consultancy to ensure that the identified support needs are both critical and feasible to implement.
- Timeline
 - From August to September 2025
- Engage with relevant stakeholders, including NIC, infrastructure providers, data owners, and other entities, to coordinate and facilitate the provision of support where available.
 - Timeline
 - From September to October 2025 (end of the Pilot)

The above phase durations are an initial indication and the proceeding between one phase to the next will be judged by a joint committee, including members of NIC, JICA and a consultancy engaged by JICA to operate JICA DXLab (“Operator”).

Please note that the Scope of Work may be negotiated after the award notice to accommodate the selected solution/proposal.

7.6 Monitoring and Evaluation

Provide information and data necessary to support Pilot execution and Pilot result analysis, which will be primarily conducted by Operator.

7.7 Communication with NIC and JICA

Close communication with NIC and JICA must be maintained through the following meetings.

Key decision making bodies and Cadence

Meeting Name	Purpose	Attendees	Frequency & Duration	Place
1 Steering Committee	<ul style="list-style-type: none"> • Review of previous month’s performance, issues, and areas for improvement • (If required) Agreement on major scope changes 	<ul style="list-style-type: none"> • NIC • EP (Lead) • JICA • Operator 	Monthly	Offline
2 PMO	<ul style="list-style-type: none"> • Progress update and review • Discussion on issue resolution • Detailed scope adjustments within the agreed development objectives 	<ul style="list-style-type: none"> • NIC • JICA • EP (Lead + Operations) • Operator 	Weekly (start of week)	Hybrid / Online
3 Pilot Progress	<ul style="list-style-type: none"> • Weekly review of work plan • Agreement on the next week’s work plan 	<ul style="list-style-type: none"> • NIC • EP (Lead + Operations) • Operator 	Weekly (end of week)	Hybrid / Online

8 Deliverables

8.1 Deliverables and Time of Delivery

- Inception Report (Time of Delivery: End of Pilot Preparation: July 2025)
 - Comprehensive AI Startup Accelerator Program Pilot Plan
 - A detailed document outlining the development plan for the Pilot. This plan includes, but is not limited to, startup selection, experts' selection (together with NIC), activity work plan, defined roles and responsibilities between NIC and the selected EP, and an overview of the team structure.
- Mid Report (Time of Delivery: Mid of Month 2 of Pilot Execution: September 2025)
 - Pilot Execution Analysis and Improvement Plan
 - A strategic plan based on Pilot execution initial outcomes, identifying key areas for enhancement
 - This document outlines the key learnings from the Intensive Training and Workshop, Networking Event, Business Meeting, summary of 1-1 Mentorships sessions, progress update on business matching initiatives, and strategies for improving Pilot performance.
- Final Report (Time of Delivery: 1 week before the end of the contract)
 - Pilot outcomes
 - A comprehensive document outlining the results of the activities in the Pilot. This document includes, but is not limited to, assessment of the objectives vs achieved outcomes, detailed data-driven analysis of startup capabilities improvement, analysis of enhanced global outreach and business connections established during the pilot, and evaluation of the mentorship and partnership matching effectiveness.
 - Key achievements and measurable impact on participating startups
 - A detailed document outlining tangible impact on the participating startups' capabilities and global outreach. This document includes, but is not limited to, improvements in startups' growth (e.g., improvements in technology maturity levels, strategic partnerships, client acquisitions, go-to-market strategy, etc.), evidence-based assessment of increased visibility or recognition within regional and global AI ecosystems, case studies highlighting individual startup achievements directly attributable to NIC's AI Startup Accelerator Program
 - Compendium of lessons learned and recommendations for scaling future batches of NIC's AI Startup Accelerator Programs

- A detailed document outlining key lessons learnt and recommendations for NIC’s implementation of future batches of the AI Startup Accelerator Program. This document includes, but is not limited to, recommendations to improvements on startup selection, expert selection, infrastructure requirements, NIC capabilities, and operational considerations.

8.2 Method of Submission

- Electronic data

8.3 Language

- English

9 Budget Ceiling

The maximum budget for the services is JPY 14,000,000 including all taxes and expenses.

10 Ownership, IP, and Other Considerations

The ownership and intellectual property rights (“IPR”) in the deliverables set out in Chapter 8 created by the EP for this Pilot shall be assigned to JICA (or a party designated by JICA) upon completion of the Pilot.

The consideration for the assignment of the ownership and rights set forth in the preceding paragraph shall be included in the commission fee.

To the fullest extent allowed by law, JICA, NIC, Operator and other parties involved in administering this Pilot make no warranties or representations, whether express or implied, regarding the Pilot. They are not liable for any damages, including loss of use, revenue, or data, arising from the Pilot.

11 Proposal Format and Evaluation Criteria

11.1 Proposal Format

Electronic submission must be received at JICADXLab@bcg.com by the latest 18:00 Japan Standard Time on 3 June 2025. The email subject needs to be changed to " RFP-NIC-AI-Startup-Accelerator ", followed by your organization name (for instance, RFP-NIC-AI-Startup-Accelerator -Name).

The submission shall consist of the two separate files, Overview of General Information and Proposal Pitch Deck, both in the form of PDF. Note that all submission materials need to be prepared in English.

- **Overview of General Information (PDF format).** Provide all the following information by filling out the form provided in Attachment 1.
- **Proposal Pitch Deck (PDF format).** Your organization’s description and business/technical qualifications should be presented concisely in this order in a pitch deck format to include the following information:
 - Organizational capacity
 - Detailed description of track record delivering relevant projects in Vietnam and/or Southeast Asia
 - Detailed description of track record delivering relevant Accelerator Program projects (i.e., number of projects with description) If available, provide the project outcome as well as possible referees who have adopted the solution.
 - Description of experience working within Southeast Asia and Vietnam.
 - Description of experience leveraging Japanese expertise and partnerships, such as working with Japanese corporates, institutions, or experts, and/or integrating Japanese startup support methodologies or innovation practices.
 - Proposed Approach to Delivering the Pilot
 - Qualifications and experience of account manager and each team member, highlighting relevant experience and expertise, such as the development of similar Accelerator Programs solutions (i.e., AI expertise, AI startup accelerator experiences)
 - Detailed breakdown of roles and responsibilities of the project team, including team size and allocated capacity
 - Detailed implementation plan, including timeline, location and the resources required for the project
 - Integration of Japanese ecosystem and expertise, including coordination with Japanese mentors, corporates, or institutions and a clear strategy to facilitate Vietnam–Japan startup connections. (i.e., number of Japanese mentors, experts involved, number of Japanese corporations, VCs planning to connect, number of training sessions with Japanese experts, etc.)
 - Detailed risk mitigation and management plan for Pilot development
 - Detailed monitoring, reporting, and stakeholder communication plan
 - Additional Proposed Solution
 - If there are any additional proposed improvements or solutions for the Pilot, include a detailed description of the additional solution, and an explanation of the value-add to the Pilot as specified.

- Description of network of AI and/or startup accelerator experts, investors, ventures, companies.
- Financial Proposal
 - Provide a total expected cost (including taxes and expenses) and a detailed breakdown of the costs associated with the project, including personnel, hardware, and implementation resources.

Bidders may make inquiries/information requests by email to JICADXLab@bcg.com. For any inquiry, the email subject must be changed to “Inquiry-NIC-AI-Startup-Accelerator-Pilot”, followed by your organization name (e.g., “Inquiry- NIC-AI-Startup-Accelerator-Pilot-Name). The deadline for receipt of inquiry is 31 May 2025.

11.2 Evaluation Criteria

Eligible bids will be assessed based on a total score of 100, with 80% weight assigned to technical criteria and 20% to commercial criteria. The technical evaluation is further divided into three key components: Organizational Capability (35% of overall score), Implementation Structure (35%), and Additional Proposed Solution (10%).

- Technical Criteria (80%)
 - Organizational Capability (35% of overall score)
 - Presence and Track Record in Southeast Asia (Higher scores will be awarded for demonstrated presence and experience in Vietnam)
 - Proven track record of successfully delivering relevant projects in Southeast Asia
 - Experience in leveraging Japanese expertise and partnership
 - Demonstrated experience in collaborating with Japanese partners (including institutions, companies, corporates or experts)
 - Ability to incorporate Japanese innovation practices, ecosystems, or start up support into similar program
 - Expertise in delivering relevant Accelerator Programs
 - Strong track record of successfully delivering relevant Accelerator Programs (esp. AI-focused Accelerator Programs)
 - Proven experience in coordinating with multiple stakeholders (e.g., startups, mentors, experts, investors, government)
 - Approach to delivery of Pilot (35%)
 - Technical competence of core team for managing and implementing Pilot
 - Relevant qualifications and experience of core team members
 - Experience of account manager in Accelerator Program projects
 - Feasibility of operating/delivery model to complete all tasks defined in the SoW and all deliverables

- Adequacy of dedicated team size and capacity
 - Clarity and practicality of division of responsibilities
 - Practicality of time allocation
 - Overall feasibility of delivering on time and within budget
 - Ability to co-locate in Hanoi, Vietnam as required
 - Integration of Japanese ecosystem and expertise
 - Effective coordination with Japanese corporates, investors, mentors, and institutions to deliver program elements such as training, business matching, and events. (i.e., number of Japanese mentors, experts involved, number of Japanese corporations, VCs planning to connect, number of training sessions with Japanese experts, etc.)
 - Plan to facilitate connection between startups and the Japanese market or ecosystem (e.g., partnership exploration, pilot opportunities, investor introduction, or market access planning).
 - Soundness of proposals on mitigating risks
 - Robust risk mitigation and management plan for Pilot development
 - Flexibility in both strategy and execution to accommodate potential changes
 - Clear plan for ongoing monitoring, reporting, and stakeholder communication
- Additional Proposed Solution (10%)
 - Usability, innovativeness, scalability, sustainability, and compatibility with the existing infrastructure and culture of the additional proposed solution.
 - Established network of AI- and/or startup-related experts, investors, ventures, and companies.
- Commercial Criteria (20%)
 - Cost (20% of overall score)
 - Total expected cost to complete the Pilot project, including all taxes and expenses.

Provide all the information by filling out the forms provided in the Attachment 1.2 to 1.5.

12 Terms of agreement

The scope of work and deliverables set out in this RFP are governed by the “Additional Terms & Conditions to the RFP” set out in Attachment 2 and the “General Terms & Conditions” set out in Attachment 3 (collectively, the “General and Additional Terms & Conditions”). The EP is expected to fully accept and agree to comply with the General and Additional Terms & Conditions in addition to the requirements and conditions set forth in this RFP (the “RFP Requirements and Conditions”),

unless explicitly agreed otherwise by Operator in the formal contract. If there are any discrepancies between any provision of the RFP Requirements and Conditions and any provision of the General and Additional Terms & Conditions, the latter will take precedence, unless explicitly agreed otherwise by Operator in the formal contract. In addition, the terms and conditions set forth in the formal contract will take precedence over any conflicting provision(s) of the General and Additional Terms and Conditions and/or RFP Requirements and Conditions.

Attachment 1 Form for the Overview of General Information

Electronic submission must be received at JICADXLab@bcg.com by the latest 18:00 PM Japan Standard Time on 30 May 2025. The email subject needs to be changed to " RFP-NIC-AI-Startup-Accelerator", followed by your organization name (for instance, RFP-NIC-AI-Startup-Accelerator-Name). The submission shall consist of two separate files, Overview of General Information and Proposal Pitch Deck, both in the form of PDF. In order to be considered for funding, submission documents must be prepared in English and fulfil each of the following items.

Fill out this form and include it as a cover page of the Overview of General Information

1. Contact Information	
Organization name	
Contact person name and title	
Address	
Phone number	
Email address	
Organization description (Max 150 words)	

Ownership structure and ultimate beneficiary owners, if relevant

2. Documentations (a copy to be included in the PDF file)	Check/attached
Company/Organization registration certificate or equivalent	
A certificate specifying the company’s founding year	
2 years of audited financial statements or Tax Certificate or documents proven revenue for at least 2 years *If your organizations are exempted from filing tax, please submit a tax exemption certificate	

In the event of a joint proposal prepared by multiple organizations, please provide the above documents for all participating entities.

3. Proposal overview	
Proposed duration (Detailed timeline to be elaborated in the proposal)	weeks
Total costs	JPY

Attachment 2 Additional Terms & Conditions to the RFP

Deliverables Requirements

- Reports (in English)
 - Refer to Chapter 8 for detailed deliverables
- Method of submission
 - Electronic data

Inspection

- Upon receiving the final deliverables, the Operator must inspect the deliverables without delay and complete the inspection within 10 days of receipt.

Payment Terms

- No advance payment will be made upon awarding the contract.
- The Supplier may submit an invoice to Operator only after the inspection of the final deliverables has been completed.
- Upon invoice approval, Operator shall process the payment to the EP within 30 days, in accordance with the terms to be detailed in the formal contract.
- Notwithstanding the above, if Operator identifies errors in all or part of the payment request after receiving the invoice, Operator reserves the right to return the invoice to the EP and refuse to make payment, specifying the reasons for the refusal. In such cases, the period between the return of the invoice and the receipt of a corrected invoice shall be excluded from the 30-day payment timeline mentioned above.

Resolution Mechanisms

- In the event of any disputes, disagreements, or issues arising from the execution, performance, or interpretation of the contract terms between the EP and Operator, the following resolution mechanism shall be employed to ensure prompt and effective resolution:

- Initial consultation: Upon identification of an issue, the parties agree to engage in good faith negotiations to resolve the matter amicably. This initial consultation phase must commence within 5 business days of the issue being raised by either party.
- Escalation: If the issue remains unresolved after initial consultation, the matter will be escalated to a designated representative from both Operator's and the EP's senior management teams. This escalation must occur within 10 business days of the initial consultation.

Transition Mechanism

- Transfer of Assets
 - 2 weeks prior to contract expiry or termination, the EP shall deliver to NIC a list of all assets eligible for transfer to NIC.
- Transfer of Documentation
 - 1 week prior to contract expiry or termination, the EP shall deliver to NIC a full, accurate and up-to-date set of documentation that relates to any element of the services the EP is required to perform for this project (hereinafter in this Attachment 2, the "Services").
- Transfer Support Activities
 - Two weeks prior to contract expiry or termination, the EP shall engage in the necessary communications with NIC to facilitate the handover of relevant documents and materials.
 - The documents and materials to be handed over shall be as specified in Chapter 8.

Change Request

- What Constitutes Change Request?
 - Requests for changes that may impact the achievement of the Pilot objectives shall be considered as Change Requests ("Change Request"). For example, a request to omit functionalities initially defined in the Scope of Work would constitute a Change Request.
 - Conversely, minor modifications that do not fall under the foregoing category shall be excluded from the Change Request process and will be discussed within the designated governance bodies as defined in the Governance Criteria.
- Implementation of Change Requests

- Change Requests will follow a formal change control process as outlined below, ensuring clear communication, timelines, and resource allocation.
- Institutional Framework for Change Management

Role	Description
Change Request Management Committee (CRMC)	<p>Members of Change Request Management Committee (CRMC)</p> <ul style="list-style-type: none"> ● Chairperson of CRMC: Nominated by NIC. ● JICA Representatives: Member(s) nominated by JICA. ● NIC Representative: Member(s) nominated by NIC. ● EP Representative: Assigned by the EP. <p>At the CRMC, a determination shall be made as to whether a request for change qualifies as a "Change Request" as defined in Attachment 2 G i and whether it must be integrated into the formalized procedures. Requests recognized as Change Requests shall follow the process outlined below.</p>
Change Request Application	The Originator (mentioned below) submits a valid application for Change Request with all necessary information, referred to as Change Request Application.
Change Request Approval	The Reviewer (mentioned below) shall evaluate the Change Request Application submitted by the Originator to determine whether the requested change should be implemented. Upon the Reviewer's approval, the Change Request Application shall be deemed incorporated into the scope and conditions of the formal contract.
Originator	Any designated person from NIC or JICA can act as the Originator. The Originator submits a Change Request Application when required. There can be multiple Originators.
Reviewer	A joint NIC-JICA committee shall be responsible for approving the Change Request Application submitted by the Originator.

Verification of applied Change Request	Verification of whether an approved Change Request has been correctly implemented shall be conducted during the subsequent Stage Gate process.
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Exit Criteria

- To ensure a smooth and orderly transition upon the expiration or termination of the contract, the following exit mechanism will be implemented:
 - Notice Period: The EP must provide Operator with a minimum of 30 days' notice before the termination or expiry of the contract to facilitate transition planning. For the avoidance of doubt, the termination of the contract must comply with Article 20, Paragraph 5 of the General Terms & Conditions (Attachment 3).
 - Transition Plan: Within 15 days of the above-mentioned notice, the EP shall submit a comprehensive transition plan outlining the steps necessary to transfer responsibilities and knowledge back to Operator or to a party designated by Operator. This plan will include:
 - Asset Transfer: Detailing the transfer of any physical or intellectual property assets.
 - Final Reconciliation: Prior to the completion of the transition period, a final reconciliation meeting will be held to ensure all contractual obligations have been fulfilled, and to resolve any outstanding issues.
- This exit mechanism is designed to protect the interests of NIC and ensure continuity of service for the utility's end customers, while also respecting the rights and obligations of the EP.

Termination of Contract

- Operator reserves the right to terminate the contract, either entirely or partially, at its convenience or due to the frustration of the contract, by issuing a written notice of termination to the EP at any point during the contract's term. The notice will clearly state whether the termination is for Operator's convenience or due to the contract's frustration. It will also detail the extent of the EP's performance under the contract being terminated and the effective date of such termination.
- Following the issuance of this notice, the termination will not compromise or impact any rights and remedies that have accrued or will accrue to either party thereafter.

- Unless directed otherwise by Operator, the EP is expected to continue fulfilling the contract to the extent it has not been terminated. In the event of contract termination, Operator will only be obligated to make payments for Services provided prior to the termination's effective date.
- Should the scope of the Services be reduced, Operator's obligation to pay service charges shall decrease in line with the reduction in the Services.
- Without prejudice to Article 20, Paragraph 6 of the General Terms & Conditions (Attachment 3), if the total amount of the EP's damages under the termination provisions, inclusive of any payments made or due, or becoming due to the EP under such provisions, exceeds the total service charges agreed upon within the contract, Operator shall not be liable for such excess amount. The EP will not be entitled to damages for the loss of potential profits.
- Any obligations related to any defect liability will remain in effect despite the termination of the contract.
- With respect to the Services and incidental goods/works that are capable of being delivered or executed within thirty days following the EP's receipt of the termination notice, the EP shall, upon Operator's request, continue to perform the Services, and such Services and incidental goods/works will be accepted by Operator in accordance with the terms of the contract. For any remaining Services and incidental goods/works, Operator may choose:
 - To have any part of the remaining balance completed and delivered according to the original contract terms, conditions, and prices; and/or
 - To cancel the remaining Services and incidental goods/works and compensate the EP by paying an agreed amount for the costs incurred by the EP towards the remaining Services and incidental goods/works.
- This adjustment ensures the contract termination provisions are clearly understood and tailored to the specific context of the RFP for the development of digital solutions, removing any reference to previous clauses for clarity and simplicity.

Data Regulation

- This project will comply with applicable personal data protection laws and regulations (including those of Vietnam, if any), and the EP must strictly abide by such laws and regulations.

Attachment 3 General Terms & Conditions

Article 1 (Purpose of this Agreement)

Among the services entrusted to Operator from Japan International Cooperation Agency (“Client” or “JICA”) under the applicable agreement by and between Client and Operator, Operator shall entrust to the EP (“Supplier”), as subcontractor, the services specified in the SOW (the "Services"), and Supplier shall be entrusted the Services based on the contractual matters specified in this Agreement. Supplier shall be responsible for the completion of the Services.

Article 2 (The Services)

The scope of the Services contracted out by Operator and accepted by Supplier shall be as set forth in the SOW. Provided, however, that if any change in the scope becomes necessary for any reason arising after the execution of this Agreement, such change may be made in writing upon mutual consultation.

Article 3 (Services Period)

The service period for the Services shall be as set forth in the SOW. Provided, however, that in any of the following cases, Operator and Supplier may, upon mutual consultation, agree to change the Services period.

- When there is an addition to or change in the scope of the Services in accordance with the provision of Article 2.
- When it is deemed reasonable to change the Services period due to a natural disaster or other force majeure, or for any other reasons beyond the control of Supplier.

Article 4 (Fee, Expense, and Payment Method)

Operator will pay Supplier a fee (“Fee”) for the Services and expenses, as specified in the SOW. Supplier is responsible for all taxes related to the Services.

Article 5 (Responsibility of Supplier)

1. Supplier shall strictly comply with the following when providing the Services:

- (1) Attendance of relevant business meetings held by Operator including conference calls;
 - (2) Supplier Code of Conduct stipulated by Operator; and
 - (3) Any other arrangements pertaining to the Service determined by Operator.
2. In principle, Supplier's workplaces shall be at Supplier's Office and/or other locations as agreed upon between Supplier and Operator or the other related parties.
 3. Supplier shall use, store, and manage the information, materials, equipment, etc. provided by Operator or Client (below, collectively the "Materials, etc.") with the due care of a good manager. Supplier shall not use the Materials, etc. for any purpose other than the Services. In the event that the Materials, etc. are no longer required due to termination, etc. of this Agreement, or at the request of Operator, Supplier shall promptly return the Materials, etc. to Operator, or dispose of the Materials, etc. in accordance with Operator's instructions.
 4. Supplier warrants and represents that: (a) it will perform the Services in a prompt, efficient, professional and ethical manner in accordance with that standard of skill, care, and diligence normally provided by a professional providing the same types of services; (b) it will comply with all applicable laws and regulations governing Supplier's activities under this Agreement, including without limitation, export control laws, financial services and securities laws, modern slavery laws, and laws prohibiting bribery and corruption (as set out in Article 22). Supplier will promptly report to Operator any actual or suspected instances of corruption, bribery, or Modern Slavery by Supplier's vendors, subcontractors, or agents. "Modern slavery" has the meaning given to that term under the modern slavery law of the country where the Services are provided, or in the absence of such a law, it shall mean slavery, servitude and forced or compulsory labor as set forth in the Modern Slavery Act 2015 of the United Kingdom.
 5. Supplier will cooperate with reasonable requests to participate in Operator's supplier due diligence process. Supplier will keep sufficient records to enable Operator to verify the source of supply of the Services and, upon request by Operator, shall provide Operator with reasonable access to such records. Supplier will also maintain books and records that describe in accurate and reasonable detail all expenditures incurred by Supplier in connection with this Agreement and will permit Operator to review and inspect such books and records as reasonably requested by Operator.

Article 6 (Subcontracting)

Supplier shall not subcontract all or any part of the Services to any third party without the prior written consent of Operator. In the case of subcontracting after obtaining the approval of Operator, Supplier shall impose on such approved subcontractor obligations equivalent to those of this

Agreement and shall be responsible for the performance of the obligations by Supplier's subcontractor.

Article 7 (Responsible persons and workers for the Services)

1. Each of Operator and Supplier shall, promptly after the execution of this Agreement, notify the other party in writing or by email of its responsible person for the purpose of accurate communication and confirmation of the status of the performance of the Services. The same shall apply in the event of any change in the person responsible for the Services.
2. Supplier, as an employer, shall be responsible for labor management, safety and health, visas and authorizations and all other obligations of Supplier to the workers under labor regulations and other applicable laws and regulations, and shall give all necessary instructions and orders to the workers in connection with the Services.

Article 8 (Report)

1. Supplier shall promptly report to Operator the status of the performance of the Services upon Operator's request and Operator may, if necessary, request Supplier to change the contents of the Services by giving Supplier prior written notice.
2. If either Operator or Supplier become aware of the occurrence of an accident that may impede the performance of the Services, Operator or Supplier shall immediately report to the other party to that effect and promptly take emergency measures, regardless of where the responsibility for the accident lies.
3. The party who has taken emergency measures in accordance with the preceding paragraph shall report the results of the emergency measures to the other party without delay and shall consult with the other party on the future course of action.

Article 9 (Delivery and Inspection)

2. Supplier shall deliver the output of the Services (the "Deliverables") to Operator by the delivery date in accordance with SOW. Provided, however, that Operator may have Supplier provisionally deliver the Deliverables to Operator prior to the delivery date for the purpose of confirming the contents of the Deliverables, etc. In this case, such provisional delivery shall not be treated as delivery of the Deliverables unless Operator notifies Supplier that such provisional delivery shall be treated as delivery of the Deliverables.

3. Operator will inspect the Deliverables within 15 (fifteen) business days from the date of receipt of the Deliverables and notify Supplier of the results. Operator will verify whether such Deliverable meets the specifications applicable to such Deliverables as agreed in the SOW.
4. In the event that any Deliverables does not meet such specifications, Operator shall, at its discretion, take one of the following measures: (i) make Supplier correct such non-conformity and re-deliver the corrected Deliverables to Operator at no cost to Operator; or (ii) if Operator determines that Supplier cannot correct such non-conformity through reasonable efforts, refund to Operator the portion of the Fee associated with such Deliverables. In the event that the measures set forth in (i) above are taken, Operator shall reinspect the corrected Deliverables in accordance with the procedures specified in Paragraph 2 of this Article.
5. Operator's inspection shall be deemed complete when Supplier passes the inspection specified in Paragraph 2 of this Article or the reinspection specified in the preceding Paragraph.
6. Upon completion of the Services, Supplier shall submit a notification of completion of the Services to Operator without delay. If Operator requests Supplier to submit a notification of partial completion of the Services, Supplier will submit the notification as requested by Operator.

Article 10 (Non-conformity of Deliverables)

If any Deliverables are found to not be in conformity with the requirements specified in the SOW after acceptance, Operator will notify Supplier to that effect within one (1) year from the date of finding such non-conformity. Supplier shall correct the non-conformity free of charge, or reduce the Fee for such non-conformity, except in the event that the non-conformity is attributable to Operator's direction. Such correction of Deliverables or reduction of the Fee will not preclude a claim for damages by Operator.

Article 11 (Ownership and Intellectual Property Rights of the Deliverables, etc.)

1. The ownership and Intellectual Property rights (including the rights set forth in Articles 27 and 28 of the Copyright Act of Japan) ("IPR") in the Deliverables created by Supplier for the purpose of this Agreement shall be assigned to and owned by JICA (or its designee) upon completion of the inspection specified in Paragraph 4, Article 9, except for Intellectual Property rights owned by Supplier or a third party as of the commencement of the Services or the effective date of this Agreement, whichever is earlier. In this Agreement, "Intellectual

Property” means (i) all copyrights, trademarks, trade names and patent rights, whether registered or unregistered, and any applications for registration of the foregoing, (ii) trade secrets, inventions, and know-how, and (iii) any other proprietary rights.

2. In the event that Supplier has any moral rights vested in it with respect to the Deliverables, it shall not exercise such moral rights against JICA, NIC or Operator or any person who is authorized to use such Deliverables.
3. Supplier shall not incorporate, or permit to be incorporated, into any Deliverables, any Supplier pre-existing IPR or third party IPR (collectively “Pre-Existing or Third Party Content”) without Operator’s prior written consent. In the event Supplier uses any Pre-Existing or Third Party Content in the Deliverables, Supplier (a) hereby grants to JICA, Operator and their respective designees a royalty-free, transferable, irrevocable, worldwide, perpetual, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, modify, practice and exploit without any restrictions all IPR relating to the Pre-Existing or Third Party Content that is (i) embedded in or incorporated into any Deliverables or (ii) necessary for the access, use and full exploitation of any Deliverables, and (b) shall provide documentation identifying the Pre-Existing or Third Party Content, including information sufficient to distinguish such Pre-Existing or Third Party Content from any Deliverables.
4. In the event that Supplier requires data owned by NIC for the performance of the Services, each time Supplier wants to use such data, Supplier shall obtain from NIC, at its own responsibility, necessary permits or authorizations for such use, and Supplier shall use and treat such data in accordance with the terms to be agreed upon between Supplier and NIC. For the avoidance of doubt, NIC shall continue to retain the ownership of such data, and Supplier shall discard all such data upon completion of the Services unless otherwise agreed between Supplier and NIC.
5. Upon completion of the Services, Supplier shall deliver all Deliverables, documentation, and related Intellectual Property (including the rights set forth in Articles 27 and 28 of the Copyright Act of Japan) to JICA (or its designee), ensuring the full transfer of the ownership and IPR in the Deliverables to JICA (or its designee). Supplier shall also provide comprehensive documentation and any necessary training to JICA's (and/or its designee's) staff to ensure they have the knowledge and ability to use, modify, and maintain the Deliverables. JICA and its designee reserves the right to use, modify, and distribute the Deliverables without restriction or additional compensation to Supplier. This clause is intended to ensure that JICA and its designee maintain complete control and flexibility over the developed Deliverables, aligning with its strategic goals and operational needs.
6. The consideration for the assignment, license, or waiver of rights by Supplier set forth in this Article shall be included in the Fee.
7. This Article shall survive the expiration or termination of this Agreement.

Article 12 (Representations and Warranties)

1. Supplier represents and warrants that the Deliverables do not infringe the IPR or any other rights or interests of any third party.
2. If any lawsuit, claim, legal proceeding, etc. is brought by a third party in connection with the use of the Deliverables by Operator, Client or any other related parties who have been authorized to use the Deliverables by Operator or Client, Supplier shall settle such lawsuit, etc. at its own cost and responsibility.
3. The provisions of this Article shall survive the expiration or termination of this Agreement.

Article 13 (Confidential Information)

1. "Confidential Information" includes the existence of this engagement, any information, know-how, data, process, technique, program, design, drawing, formula, test, work in process, engineering, manufacturing, marketing, financial or personnel matter, or sales, supplier, customer, employee, investor, financial or business information, information relating to operations or security or the like, whether in oral, written, graphic, magnetic, electronic, or any other form, which is known or should reasonably be known to be confidential, which is disclosed by Operator, its officers and employees or Client and/or other third parties as provided to Operator or Supplier for purposes of performing the Services, or accessed, observed or otherwise obtained by Supplier in connection with this Agreement and which is required to be protected hereunder by Supplier. Any such information received by Supplier, through Operator or with the endorsement of Operator, from any third party, their respective officers, employees, representatives, agents, and consultants, shall likewise be considered as Confidential Information and shall be governed by the provisions of this Agreement.
2. Supplier shall not disclose or divulge to any third party, copy, reproduce or use for any purposes other than providing the Services during the term of this Agreement and even after the termination thereof any Confidential Information acquired in the course of performing this Agreement regarding Operator's business activities, technologies, clients (including Client) and other matters. Supplier shall protect the confidentiality of the Confidential Information by exercising at least the same degree of care as Supplier employs in maintaining the confidentiality of its own confidential, proprietary, or nonpublic business information and/or trade secrets, but in no event less than a reasonable degree of care.
3. Supplier agrees that: (1) any Confidential Information shall be used by Supplier solely for the performance of the Services (the "Purpose"); (2) any Confidential Information disclosed hereunder shall remain at all times the property of Operator; and (3) Supplier will not distribute, disclose or disseminate such Confidential Information to anyone except an

employee, a member of management, or a member of the board of directors of Supplier (each with a need to know); provided that any such person has been advised, and agrees to abide by the confidentiality terms of this Agreement, and Supplier agrees to be responsible for the disclosure, use, or other treatment of Confidential Information by any such person.

4. In the event of any disclosure required by applicable law or legal process, Supplier shall:
 - (1) If not prohibited by such applicable law or legal process, to the extent practically possible, immediately inform Operator in writing of the existence, terms and circumstances surrounding the request or order;
 - (2) Consult with Operator on what steps should be taken to avoid or restrict the disclosure of Confidential Information;
 - (3) Give Operator the chance to defend, limit or protect itself against disclosure; and
 - (4) If disclosure of Confidential Information is lawfully required, to supply only that portion of the Confidential Information which is legally necessary and try to obtain confidential treatment for any Confidential Information required to be disclosed.
5. Upon the completion of the Purpose, or sooner upon request of Operator, all Confidential Information in the possession of Supplier shall be returned to Operator or destroyed, at the option and instruction of Operator and Supplier shall certify such destruction in writing upon the request of Operator.
6. Unless otherwise expressly warranted in writing, Operator does not make any warranty as to the value or accuracy or completeness of Confidential Information disclosed hereunder. Operator shall not be liable to Supplier for any expenses for losses, or for any action whatsoever or howsoever incurred or undertaken by Supplier due to any reliance on the Confidential Information disclosed hereunder. Operator does not guarantee the accuracy or completeness of the Confidential Information and cannot be held responsible for any errors or omissions it may contain.
7. The Parties agree and acknowledge that any breach of the confidentiality obligations contained in this Agreement will cause irreparable loss and would not be compensable by monetary damages alone and, accordingly, Operator shall, in addition to the other remedies they may have at law or in equity, be entitled to obtain specific performance or injunctive relief against Supplier in respect of the threatened breach of this Agreement or the continuation of this Agreement or the continuation of any such breach.
8. Supplier's obligation of confidentiality under this Article shall survive the expiration or termination of this Agreement.

Article 14 (Handling of Personal Information)

1. Supplier shall collect, handle and use any personal information or personal data (the latter term is as defined by Regulation (EU) 2016/679, commonly called “GEPR”), regardless of whether it is publicly known (collectively, "Personal Information"), in accordance with any applicable legislation or regulation that relates to data protection, privacy, or the use of information relating to individuals and to which Supplier and/or Operator are subject, including, without limitation, GEPR and other guidelines, policies, notices, etc. established by various governmental agencies, as well as any relevant national laws implementing the same, all as amended, replaced or superseded from time to time (the “Applicable Data Protection Laws”) and only for the purposes agreed upon in advance with the relevant parties (including the data subjects).
2. Supplier shall be responsible for obtaining the necessary consent, permits and authorization from the relevant parties (including the data subjects) for collecting, handling and using the Personal Information.
3. Supplier shall not leak, steal, or falsify any Personal Information provided by Operator (including Client and the other party) and shall not use such Personal Information for any purpose other than the Purpose. In addition, Supplier shall handle Personal Information in the same manner as the Confidential Information and manage it with the care of a good manager.
4. Supplier shall not subcontract the collection, handling, or processing of Personal Information to a third party without the prior written consent of Operator. In addition, in the event of such subcontracting with the consent of Operator, Supplier shall impose on such subcontractor or agent the same obligations as those assumed by Supplier under this Agreement in connection with the collection, handling and processing of Personal Information and shall appropriately supervise the management of Personal Information by the subcontractor in accordance with laws and regulations.
5. Supplier shall, upon Operator's request, report the status of control over the protection of the relevant Personal Information to Operator. Operator also shall be entitled to make an appropriate investigation into the status of control over the relevant Personal Information in accordance with the mutual agreement between Operator and Supplier on the method of verification and other related matters.
6. In the event that Supplier learns that a violation of this Article has occurred or is likely to occur, Supplier shall promptly report it to Operator and follow Operator's instructions.
7. The provisions of this Article shall survive the expiration or termination of this Agreement.
8. If Supplier is required to process Personal Information as a processor under the Applicable Data Protection Laws in connection with the performance of the Services, the controller as specified in the SOW and Supplier will enter into a data processing agreement incorporating the terms required under the Applicable Data Protection Laws.
9. The provisions of this Article are without prejudice to the provisions of Article 5.

Article 15 (Independent Contractor)

It is understood and agreed that each party hereto is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint ventures, co-owner, or representative, employer or employee. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.

Article 16 (Prohibition of Assignment of Rights and Obligations)

Supplier shall not, without the prior written consent of Operator, allow a third party to succeed to any position under this Agreement, or assign, assume, or grant as security any right or obligation arising in whole or in part in connection with this Agreement.

Article 17 (Indemnity)

1. Supplier will defend, indemnify and hold JICA, NIC and Operator harmless from and against all third party claims, losses, expenses, damages, and injuries to persons or property (including reasonable attorney's fees) (collectively, "Claims") resulting from: (i) the negligence of Supplier, its employees, or its subcontractors in performing Services under this Agreement; (ii) fraud or misrepresentation by Supplier; (iii) third party claims for intellectual property infringement based in whole or in part upon Deliverables provided, or tools used by Supplier in providing the Services; (iv) breach of Article 5, Paragraph 4, Article 13, or Article 14 of this Agreement by Supplier, its employees, or its subcontractors.
2. The provisions of this Article shall survive the expiration or termination of this Agreement.

Article 18 (Limitation of Liability)

Supplier shall be solely responsible for any liabilities, costs, expenses, losses and damages incurred by Operator and/or third party (including, but not limited to, Client) in connection with this Agreement and the performance of the Services and/or Deliverables, except for those caused by reasons attributable to Operator. The provisions of this Article shall survive the expiration or termination of this Agreement.

Article 19 (Late Completion)

Supplier will be subject to a late completion deduction applicable to any Services or Deliverables not completed by the specified expected completion date in the SOW. Operator will assess the late completion deduction on or after the expected completion date. Any late completion deduction will be payable to Operator within 30 days of assessment or set off any fees due to Supplier. Any late completion deduction reflects the reduction in value as a result of the late completion and is without prejudice to any other right or remedy of Operator.

Article 20 (Term and Termination of this Agreement)

1. The term of this Agreement shall be from July 2025 to November 2025 (specific dates to be aligned on once EP is selected) unless otherwise terminated pursuant to this Article.
2. Operator may immediately terminate this Agreement by rescission or voidance without prior notice to Supplier, if one of the following events occurs, or there is a strong probability that such an event may occur, provided, however, that rescission or voidance hereof does not have any retroactive effect on this Agreement:
 - (1) In the event of gross negligence or breach of trust with respect to the Agreement.
 - (2) In the event of cancellation or suspension of a business license by the competent authorities, etc.
 - (3) In the event of an auction, provisional seizure, provisional disposition, provisional attachment, or petition for compulsory execution.
 - (4) If Supplier becomes insolvent or is subject to a suspension of transactions by a bill clearing house.
 - (5) If Supplier receives a disposition for delinquent payment of taxes and public dues.
 - (6) If Supplier commits fraud or acts in bad faith.
 - (7) If Client raises legitimate complaints against the performance of the Services by Supplier.
 - (8) In the event that there are reasonable grounds to suspect Supplier is in breach of Article 5 Paragraph 4.
 - (9) In the event of any other serious reason similar to the preceding items that makes it difficult to continue this Agreement.
3. Notwithstanding the preceding Paragraph, Operator may terminate this Agreement, for any reason whatsoever, upon at least 30 days' prior written notice to Supplier.

4. Upon receipt of notice of termination from Operator, unless otherwise advised by Operator, Supplier will cease the Services under this Agreement immediately but will, upon request, perform such Services as may be requested by Operator to transfer Services in process to Operator or to a party designated by Operator.
5. Supplier may terminate this Agreement if Operator is in material breach of any Agreement provision and as a result Supplier cannot complete the Services.
6. If Paragraph 2 of this Article applies, Supplier shall not be entitled to make any claims for damages whatsoever against Operator and shall be liable for such damages that Operator and/or Client incurs as a result of the termination.

Article 21 (Rejection of Antisocial Forces)

1. Each of the parties hereby represents to the other party that it is not, and warrants that it will not be at any time during the term of this Agreement, a crime syndicate, a person who is a member of a crime syndicate or for whom five (5) years have not yet passed since leaving a crime syndicate, a semi-regular member of a crime syndicate, a company associated with a crime syndicate, a racketeer group, a group engaging in criminal activities under the pretext of conducting social campaigns or similar activities, a crime group specialized in intellectual crimes or any person equivalent to any of the above (hereinafter respectively referred to as a "Crime Syndicate Member") and that:
 - (1) It neither has nor will have a relationship in which a Crime Syndicate Member is deemed to control its management;
 - (2) It neither has nor will have a relationship in which a Crime Syndicate Member is deemed to have substantial involvement in its management;
 - (3) It neither has nor will have a relationship in which it is deemed to make use of a Crime Syndicate Member for the purpose of gaining unjust profit for itself, its own company or a third party or causing damage to a third party or for other improper purposes;
 - (4) It neither has nor will have a relationship in which it is deemed to have involvement with a Crime Syndicate Member through the provision of funds or other assistance or otherwise; or
 - (5) None of its directors and officers or any person having substantial involvement in its management has or will have a socially reprehensible relationship with a Crime Syndicate Member.

2. Each of the parties hereby agrees that it will not engage in any of the following acts by itself or through any third party:
 - (1) Making violent demands;
 - (2) Making unreasonable demands beyond legal responsibility;
 - (3) Using intimidation or violence in relation to transactions;
 - (4) Impairing the credibility of the other party or interfering with the business of the other party by spreading rumors or using fraudulent means or force; or
 - (5) Acts equivalent to any of those set forth in the above Items.
3. Each party may terminate this Agreement immediately without any notification in the case of any breach by the other party of any of the representations and warranties set forth in the preceding two paragraphs, in which case the terminating party shall not be liable for any damage incurred by the other party as a result of such termination. If the terminating party incurs any damage as a result of the termination, however, the breaching party shall be liable for all such damage.
4. When receiving unfair intervention from a Crime Syndicate Member in connection with any transaction subject to this Agreement, each of the parties shall report to the other party such fact immediately.

Article 22 (Prevention of Corrupt Activities)

Supplier represents, warrants, and agrees to the following.

- (1) Supplier has not previously violated any laws, standards, and regulations relating to anticorruption or anti-bribery that may be applicable to Supplier, including the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and the Japanese Penal Code and Unfair Competition Prevention Act, and the anti-corruption laws of any country or territory in which Supplier does business in whole or in part (below, collectively "Anti-Corruption Laws and Regulations").
- (2) Supplier and all natural and legal persons acting on behalf of Supplier (i) understand that Anti-Corruption Laws and Regulations generally prohibit the offering of cash, entertainment, premiums, or other monetary or non-monetary goods or services (below, collectively, "Bribes, etc."), including payments referred to as facilitation payments (namely, the provision of money or goods to public officials for the facilitation of administrative services, which are customary) for the purpose of improperly influencing

domestic or foreign public officials (including those deemed to be public officials by law), political party officials, political candidates, or other persons prohibited by anti-corruption laws and regulations (below, collectively "Public Officials"); and (ii) will comply and remain in compliance with Anti-Corruption Laws and Regulations with respect to its performance of the Services under this Agreement.

- (3) Supplier, in performing its Services with respect to this Agreement, shall not provide, offer, or promise to provide any entertainment, premiums, or other Bribes, etc., which are inappropriate under commercial practices, even to private persons other than Public Officials.
- (4) Supplier shall ensure that its related officers, employees, contractors, and agents understand and comply with the obligations set forth in Items (2) and (3) of this Article.
- (5) Supplier shall not act on behalf of Operator, nor shall it negotiate with any Public Officials in its capacity as agent, representative or otherwise.
- (6) Supplier shall promptly notify Operator if it becomes aware that a violation of this Article has occurred or is likely to occur.
- (7) In the event that (a) Supplier violates any of the Items of this Article, or (b) any inquiry or investigation by any governmental agency or other entity arises concerning potential violations of Anti-Corruption Laws and Regulations by Supplier or its agents, (i) Operator may immediately terminate this Agreement by written notice to Supplier without any notice in addition to any other rights or legal remedies, and (ii) Operator may withhold payment to Supplier.
- (8) If there is a suspicion of a breach by Supplier of any of the items of this Article, Operator shall have the right to confirm that Supplier is in compliance with all of the obligations set forth in this Article. In addition, Supplier shall cooperate in such verification (including, but not limited to, providing Operator with all materials, accounting books and records, and any other information relating to such breach that Operator may request).

Article 23 (Force Majeure)

1. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, wars, riots, civil disorders, earthquakes, fires, explosions, storms, floods

or other adverse weather conditions, strikes, lockouts or other industrial actions, confiscation or any other action by Government agencies.

2. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure.
3. The Party affected by an event of Force Majeure shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
4. The Party affected by an event of Force Majeure shall notify the other party in writing of the situation without delay after the occurrence of such a fact, and Operator and Supplier shall promptly confirm the fact of the occurrence of a Force Majeure and discuss and determine the necessary measures thereafter.

Article 24 (Insurance)

1. Supplier shall, at its own expense, secure and keep in full force and effect throughout the term of this Agreement, appropriate types and limits of insurance based on the Services being provided and as required by law. Such insurance shall cover Supplier and its employees and include all of the following:
 - (i) Commercial General Liability insurance written on an occurrence form with limits not less than Five Million US Dollars (\$5,000,000) per occurrence and Five Million US Dollars (\$5,000,000) annual aggregate, or local currency equivalent, including coverage for bodily injury or death, premises operations, products-completed operations, contractual liability, personal injury and advertising injury, and independent contractors;
 - (ii) Workers' Compensation insurance on a statutory basis where required by local law in the country where the Services are to be performed;
 - (iii) Employer's Liability insurance written on an occurrence form with limits not less than the compulsory limits required by local law in the country where the Services are to be performed or One Million US Dollars (\$1,000,000) per occurrence and One Million US Dollars (\$1,000,000) aggregate, or local currency equivalent, whichever is greater;
 - (iv) Business Automobile Liability including coverage for owned, non-owned, leased, or hired vehicles used in connection with this Agreement with limits not less than One Million Dollars (\$1,000,000) each accident combined single limit for bodily

injury and property damage, or local currency equivalent, or as required by local law, whichever is greater;

- (v) Professional Indemnity insurance with limits not less than Five Million US Dollars (\$5,000,000) each claim and annual aggregate, or local currency equivalent, to cover professional acts, errors, or omissions arising out of the Services performed under this Agreement;
 - (vi) Comprehensive International Travel insurance (provided that Supplier travels internationally in connection with this Agreement) covering Supplier and its employees for all medical expenses, hospitalization, evacuation, repatriation, medical emergency, and accidental death & dismemberment;
 - (vii) Privacy/Network Security (Cyber) insurance in an amount not less than Five Million US Dollars (\$5,000,000) or local currency equivalent, each claim and in the aggregate, to provide coverage for cyber liabilities including network security and privacy liability and related costs, fines and penalties imposed. Coverage may be included as part of the professional indemnity insurance outlined in (v) above, if not purchased as a standalone policy; and
 - (viii) Property insurance covering all of Supplier's business personal property and all of the business personal property owned by Operator and in Supplier's care, custody or control. Coverage shall be on and all risk and replacement cost basis.
2. Supplier shall add "Operator, its affiliates and subsidiaries, and its officers, partners, and employees" as additional insureds (also known as "indemnity to principal") under the Commercial General Liability and Business Automobile Liability policies and said policies will provide cross-liability coverage per a separation of insureds or severability of interests clause. The Commercial General Liability insurance must be primary and non-contributory, and the Commercial General Liability, Business Automobile Liability, Workers' Compensation and Property insurer(s) must include a waiver of subrogation in favor of Operator, its affiliates and subsidiaries, and its officers, partners, and employees. Supplier shall waive its rights of recovery against Operator, its affiliates and subsidiaries, and its officers, partners, and employees.
 3. Supplier shall place all policies issued outside of the United States with an insurance company licensed to provide insurance in the state or jurisdiction in which the Services are to be performed and considered compliant and in good financial standing with the local insurance regulatory authority. For all policies issued in the United States, supplier will place all policies with an insurance company with an A.M. Best rating of A- VIII or better. Supplier shall provide Operator a certificate of insurance that evidences the required coverage and discloses any applicable self-insured retentions subsequent to execution of this Agreement but prior to the Services being performed, and annually thereafter no more than

three (3) days post expiration of any policies, or more frequently if reasonably requested by Operator, until this Agreement terminates.

4. If any policy is written on a claims-made basis, Supplier warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of three (3) years beginning at the time the Services under this Agreement are completed.
5. If this Agreement permits the use of subcontractors, the subcontractors will be subject to all of this Agreement's minimum insurance requirements and Supplier will be responsible for ensuring the subcontractors meet the minimum requirements. Supplier must furnish subcontractors' certificates of insurance evidencing such coverage upon request.
6. Operator's failure to request, review, or object to the terms of Supplier's insurance will not waive any of Supplier's obligations under this Agreement, waive any of Operator's rights under this Agreement, or limit or diminish Supplier's liability under this Agreement.
7. The required limits of liability are the minimum amounts that must be obtained by Supplier, and in the event, Supplier has or obtains applicable policies with limits in excess of the required minimums, the full amount of the limits shall be available to Operator in the event of a claim covered by the policy.
8. Supplier shall be solely responsible for the payment of all deductibles and self-insured retentions applicable to the insurance policies required under this Agreement.

Article 25 (Governing Law and Agreed Jurisdiction)

1. This Agreement shall be governed by and construed in accordance with the laws of Japan.
2. All disputes, controversies or differences arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.
3. The provisions of this Article shall survive the expiration or termination of this Agreement.

Article 26 (Consultation)

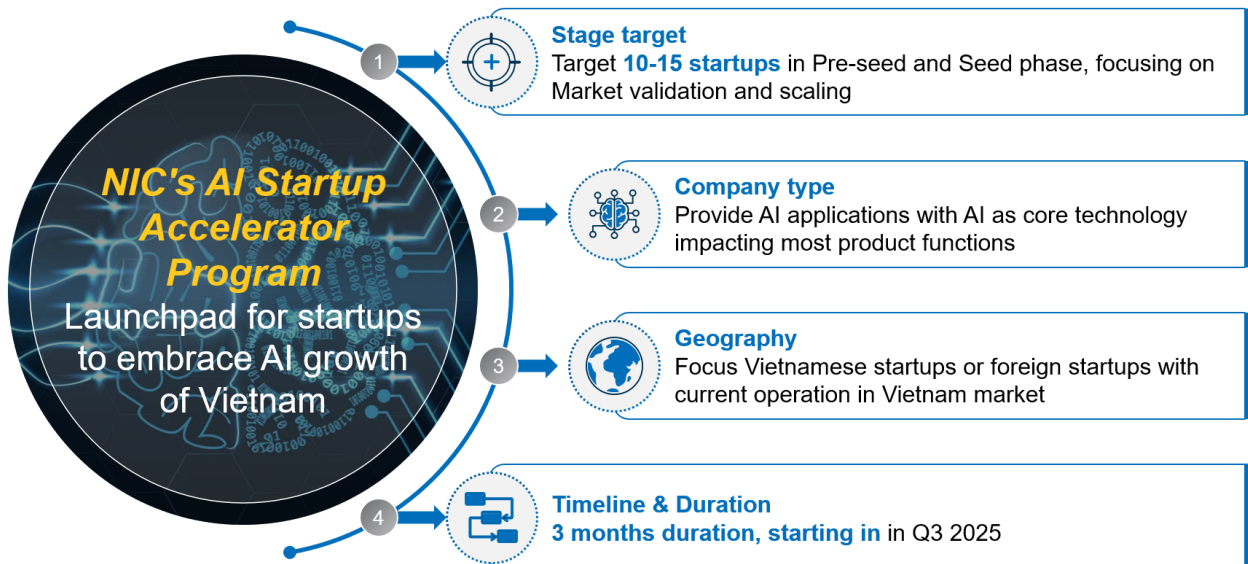
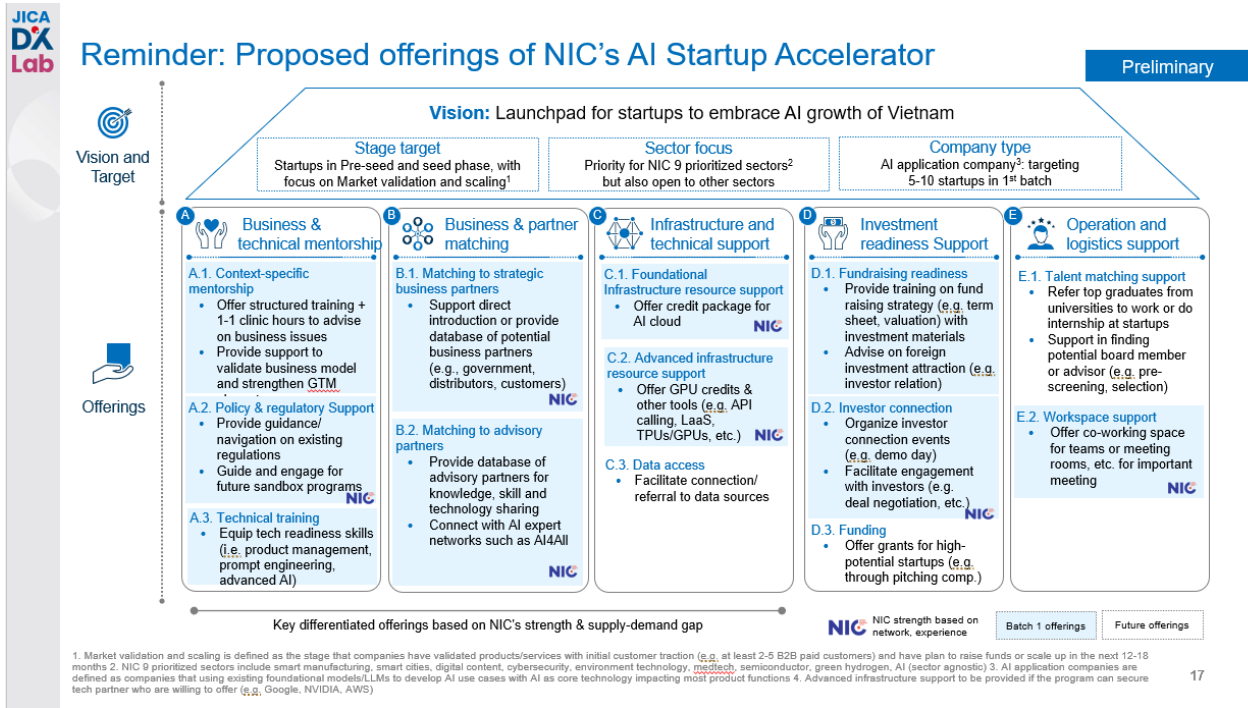
If any matter is not stipulated in this Agreement or if any question arises, both parties shall consult with each other based on the principle of good faith and fair dealing and attempt to reach an amicable settlement.

Article 27 (Other Provisions)

1. Operator may disclose to Client this Agreement and submit the Deliverables and the contents of the Services. If requested by Operator, Supplier will cooperate with Operator for Client's audit in connection with this Agreement and/or the Services. In addition to complying with the obligations of Supplier set forth in this Agreement, Supplier will cooperate with Operator to allow Operator to comply with the executed agreement with Client to the extent that it relates to the Services entrusted by Operator, whether or not set forth in this Agreement. Supplier will comply with Client's "Guidelines on Ethical Conduct for JICA's Implementing Partners."
2. Notwithstanding any provision of this Agreement, Supplier consents to public disclosure by Client of the existence of this Agreement, the fees, and Supplier's details, including name and address.

Attachment 4 AI Startup Accelerator Program Pilot

Attachment 4.1 AI Startup Accelerator Program Pilot: Overview



Attachment 4.2 AI Startup Accelerator Program Pilot: Operating model

Proposed operating model – NIC to play as key SC decision maker

