



CUSTOMER SERVICE CENTRE SERVICES

FOR THE FINAL TOURNAMENT OF THE UEFA EURO 2016™, UEFA CHAMPIONS LEAGUE™ FINAL, UEFA EUROPA LEAGUE™ FINAL AND UEFA SUPER CUP™ FOR SEASONS 2014-2015 AND 2015-2016

Invitation to Tender

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Information in this document is strictly confidential and intended only for the entity receiving it directly from UEFA. The content of this document or any method, procedure or technique described therein shall not be disclosed to any third party.

1. GLOSSARY

Standard terms in this document will be as follows:

Agreement	means the long form agreement which shall be entered into between UEFA and the Successful Applicant to confirm and formalise the appointment of the Successful Applicant, as provided by UEFA upon provisional selection.
Applicant	means any legal entity that submits a Proposal in response to this ITT.
Commercial Partners	means any persons appointed from time to time by UEFA whether as sponsors, broadcasters, suppliers, licensees or otherwise officially associated with the Competitions, through any designation granted by UEFA or any other persons granted commercial rights in respect of the Competitions, by UEFA.
Competitions	means together the UEFA EURO 2016™, UEFA Champions League™, UEFA Europa League™ and UEFA Super Cup™ finals.
Confidential Information	means any information, data or material of a confidential or proprietary nature, relating to the business and affairs of UEFA, the Competitions, the Event or any other UEFA's events of activities, or to the identity, business and affairs of the Commercial Partners, suppliers, agents or subcontractors which comes into the possession or knowledge of the Applicant as a consequence of, or in connection with the Services and which UEFA regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.
Customer	means any person who requires support in relation to the ticketing and hospitality matters for the

	Competitions on who shall be handled by the Successful Applicant as per of the Services.
Deal Principle(s)	means the fundamental and non-negotiable provisions listed in Section 10 which shall be included in the Agreement entered into between UEFA and the Successful Applicant, and which the Applicant, by submission of its Proposal and the Statement of Undertaking, confirms that it is capable of complying with.
ITT	means this Invitation to Tender document and all of its appendices.
Intellectual Property	means any and all intellectual property rights of any nature anywhere in the world related to UEFA or any of its competitions, whether registered, registrable or otherwise (including but not limited to patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights and know how).
Proposal	means the binding offer made by the Applicant with the documentation submitted by the Applicant in response to this ITT in order to be considered in the Tender.
Services	means the customer service centre solution services to be provided by the Successful Applicant as more fully described in Sections 4 to 6, subject to and in accordance with the provisions of this ITT and the Agreement.
SLA	means the service level agreements for the delivery of the Services to be agreed between UEFA and the Successful Applicant.
Successful Applicant	means the Applicant(s) appointed by UEFA for the provision of all or part of the Services pursuant to a long-form agreement to be executed between such Successful Applicant(s) and UEFA.

Tender	means the tendering process for the Services, in accordance with and as set forth in this ITT.
UEFA Ticket Portal	the online platform on which customers apply for tickets for the Competitions.
UEFA	means the Union des Associations Européennes de Football whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland, including, where relevant, any of its subsidiaries.
UEFA Champions League™	means the UEFA Champions League.
UEFA EURO 2016™	means the final tournament of the UEFA European Football Championship 2014-2016 which will take place in France from 10 June to 10 July 2016.
UEFA Europa League™	means the UEFA Europa League™
UEFA Events S.A.	means the wholly owned subsidiary of UEFA, which undertakes certain commercial functions and operations in relation to various UEFA competitions and events.
UEFA Super Cup™	means the UEFA Super Cup™.

2. INTRODUCTION

This document is an Invitation to Tender (ITT) for the customer service centre Services for the Competitions and forms part of a Tender process which will be administered by UEFA.

Applicants are invited to submit a Proposal for an efficient customer service centre solution serving general public ticketing Customers, the participating national associations (PNA) fans, club finalists, as well as the hospitality customers, as further described in the following pages. Based on the Proposals received, UEFA will decide which Applicant(s) will be appointed to provide the Services to ticketing Customers.

Applicants are invited to submit a Proposal covering all the Competitions. Applicants who could not provide the Services for all of them shall contact UEFA at the address mentioned in Section 9 of this ITT.

UEFA thanks you for your interest in the Tender and looks forward to receiving your Proposal.

3. SCHEDULE

The timeline anticipated by UEFA in relation to the ITT, the evaluation process and the selection and appointment of the Successful Applicant(s) is as follows:

Applicants receive the ITT : 12 December 2014

Applicants submit Proposals : 5 January 2015

• Presentations to UEFA : From 15 January 2015

Provisional appointment of Successful Applicant(s) : End of January 2015

• Signing of Agreement : Early February 2015

These dates are indicative only and are subject to change, at any time, at UEFA's sole discretion.

4. TICKETING BACKGROUND AND SCOPE OF SERVICES

UEFA is responsible for hosting the following Competitions:

- UEFA Europa League final™ 2015, that will be played in Warsaw, Poland on 27 May 2015;
- UEFA Champions League[™] final 2015, that will be played in Berlin, Germany on 6 June 2015;
- UEFA Super Cup[™] final 2015, that will be played in Tbilisi, Georgia on 11 August 2015;
- UEFA Europa League™ final 2016, that will be played in Basel, Switzerland, date to be confirmed;
- UEFA Champions League[™] final 2016, that will be played in Milano, Italy, date to be confirmed;
- UEFA Super Cup™ final 2016, that will be played in Trondheim, Norway, date to be confirmed;
- EURO 2016™ that will take place from 10 June until 10 July 2016 in France.

The Successful Applicant will be responsible for delivering the customer service centre Services for the UEFA EURO 2016™ and the UEFA Champions League™ and UEFA Europa League™ finals and the UEFA Super Cup™ in 2015 and in 2016.

The start of the ticket sales phase will be initiated in spring 2015.

Peak times usually fall during the sales, payment, delivery and fulfilment phases, as well as during the tournament itself.

For UEFA EURO 2016[™] only, approximately two and a half million tickets will be available.

- Based on the UEFA EURO 2012[™] statistics we assume that:
 - Out of every 16 Customers who apply for tickets, 1 will use the IVR or submit a query for an email reply

- Out of every 100 Customers who apply for ticket, 1 will ask to speak to an customer service representative
- There are 6 iFAQ hits for every Customer applying for tickets

UEFA expects selling approximately 290,000 tickets between UEFA Champions League[™] and UEFA Europa League[™] finals and the UEFA Super Cup[™] taking place in 2015.

Based on the experience from previous tournaments, it is likely that approximately 60-70% of all orders will come from the host country and the remaining from other countries worldwide. The neighbouring countries such as Germany, Great Britain, Netherlands, Italy, Belgium and Spain might also generate customers' numbers above average.

The customer groups that are relevant for the purpose of this document are the general public customers, the participating national associations (PNA) fans, club finalists, as well as the hospitality customers, which will be directly operated and implemented by UEFA.

The number of Customer inquiries is not limited to actual ticket orders. The number of persons with inquiries which shall be handled by the Successful Applicant as part of the provision of the Services can therefore easily be a multiple of the number of customers with an actual ticket order.

Throughout all Competitions, the Customers will be able to obtain information the following ways:

- Ticketing portal on www.UEFA.com;
- IFAQs;
- Possibility to use a contact form;
- IVR:
- Possibility to speak to an operator.

The Successful Applicant will receive the following (non-exhaustive) type of queries:

- Ticket application process;
- Prices information;
- Products information;
- Ticket delivery;
- Non ticketing related general questions regarding the tournament or a final.

Hospitality customers:

This Customer group shall be dealt with by their own group of Customer service representatives. The target audience requires special attention and good knowledge of the hospitality products which are different than the ones proposed for other groups.

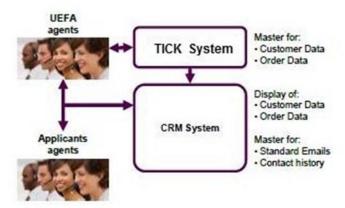
5. TECHNICAL & KEY REQUIREMENTS

5.1 Ticketing system

Tickets for the Competitions can be ordered via the UEFA Ticket Portal implemented by a UEFA-appointed supplier. Individual ticket orders will be registered in the UEFA Ticket Portal and each ticket order will contain relevant information related to the customer such as e.g.:

- Customer reference number / e-mail address, which is the key to any ticket order;
- Ticket(s) requested and allocated (if any);
- Credit card and / or other payment details;
- Personal details of the Customer; and,
- Total amount to be paid by the Customers.

UEFA will initially provide the Successful Applicant with direct access to the UEFA ticketing platform to allow the look up of customer data. At a later stage, we may look to create an automated link between the UEFA ticketing platform and the Successful Applicant's CRM system.



5.2 Communication channels

For all of its Competitions, UEFA has a single channel strategy (i.e. the UEFA Ticket Portal), therefore, the ultimate objective is to ensure the most efficient customer service solutions via the UEFA Ticket Portal and www.UEFA.com channels. UEFA will also offer the possibility for Customers to call a telephone number to get answers to all their questions. Both channels should in principle work fully automated.

However, customers will try to find ways to communicate 'live' with a person mandated by UEFA. The Applicant shall propose the provision of such customer Services according to agreed Service Level Agreements (SLA).

Additionally, the ticketing department of UEFA is foreseen to have an internal customer service team that will manage enquiries in case of highly specific questions. In this instance, the internal customer service team at UEFA would access the Successful Applicant's CRM system directly to manage the issue. The share of responsibility between the UEFA internal customer service and the solution Successful Applicant shall be made based on SLA, load and difficulty of the inquiry.

It is foreseen to handle this aspect in a flexible way. The service covered by the UEFA internal customer service will be reduced during low times and increased during peak times.

Provider Channel	Level 1 80% Fully automated services	Level 2 15% External customer service centre	Level 3 5% Internal UEFA Agents
Internet/Email	Dynamic FAQ & Email Form at EURO2016.com	Standard Email Out of CRM	Personalized/specific email out of CRM
Telephone	IVR Option to get connected	Agent providing generic information Enter call-back request in CRM	Agent providing specific information based on CRM

5.2.1 Inbound communication via internet & email

The first source of information will be the UEFA Ticket Portal and the dynamic FAQ that will be provided by UEFA. If a question is not answered through the FAQ, a form will be provided to the Customer where he/she can submit a question to the Successful Applicant. Such questions shall be received by a CRM system.

CRM System:

A CRM system shall be proposed by the Applicant. It should offer the possibility to create and maintain standard answers in (at least) 3 serviced languages:

- English
- French
- German

 Ideally additional languages for host countries and for PNA fan sales, depending on PNA demand.

The CRM system should:

- allow the creation of standard answers and maintenance in multiple languages, sorted by major topics and with easy search functions
- allow customer service representatives and those of UEFA internal customer service staff to assign standard answers to inquiries and send these answers in a selected language back via email
- allow adaptation of emails, if required
- be web enabled and usable & manageable remotely by the UEFA internal customer service staff as well as by customer service representatives of the Successful Applicant
- allow customer service representative to assign inquiries to be handled by UEFA's internal customer service representatives
- provide the possibility for dated follow-up
- store a contact history
- provide the possibility to track inquiries by customer reference number (assigned through the ticketing system), email address, telephone number, based on ticket (inquiry) numbers

Further aspects of the inbound communication via internet / email are:

- www.UEFA.com will be the environment that will provide access to the UEFA Ticket Portal. At
 www.UEFA.com all necessary background information will be available to apply for tickets. Next
 to generic information about the matches schedules and ticket prices, the relevant FAQ's will be
 available and maintained here;
- The UEFA Ticket Portal on www.UEFA.com will be interactive, which means that Ticket Applicants will be able to make changes to their profile and see the status of their ticket order;
- Customers will not be provided with a Customer service email address. Emails will be sent by
 making use of an online form that will be included in the FAQ section on www.UEFA.com. The
 form will standardise the format and will specify the aim of the request. The Customer will have to
 indicate if the request is generic or order specific (in which case the Ticket Applicant shall provide
 his customer reference number);
- www.UEFA.com will provide information in all official UEFA languages (including Spanish, Italian, Portuguese, Russian, Japanese and Korean). The UEFA Ticket Portal will be available in the 3 languages (English, German, French) that are also foreseen to be served by the Successful Applicant;

5.2.2 Inbound communication via telephone

Each Customer calling the dedicated customer service telephone number(s) will be directed to an IVR system.

Interactive Voice Response (IVR):

An IVR solution shall be provided by the Successful Applicant and it should:

- be manageable remotely by the UEFA staff
- offer a flexible routing and the possibility to easily create and change menus at any time without the need of the Successful Applicant
- be based on text-to-speech so that updates can be made at any time
- contain a FAQ

. Further aspects of the IVR are:

- If a Customer calls the information line, he/she will automatically enter into the IVR application. The IVR application will always be the 1st telephone contact for every calling Customer. It is not foreseen to provide Customers with a telephone line that would direct them straight to a customer service representative;
- The IVR application should provide answers to the main questions and facilitate an option to speak directly to a customer service representative. Exact service levels need to be established in conjunction with the Successful Applicant;
- The setup of the IVR must be very flexible. If there is a need to change the information flow, adjustments should be made the same day. It must be possible for the Customer to skip through the subjects in order to get an answer to his questions quickly;
- On a daily basis, it must be possible to add or adjust the most important FAQ's of the IVRapplication;
- IVR application must be available 24 hours a day, 7 days a week;
- During the IVR process customers might indicate that they require speaking to a customer service representative. This option will be offered at defined points within the IVR. Such customer would then be connected to a customer service representative either in UEFA internal customer service staff or the Successful Applicant;

• Communication within the IVR application should be provided in English, German, French (with ideally additional languages for host countries, PNA and, finalists teams countries fans, depending on the need of such services).

If a question is not answered through the IVR, Customers will have the option to get connected to a customer service representative. The resulting communication will be documented and aided through the above described CRM tool.

5.3 Anticipated Services' delivery times

It is foreseen that the Successful Applicant will be required to implement all the Services required in accordance with this ITT as of:

• 15 February 2015 (full live operation – development, testing & training to be final at that point) until 31 August 2016.

Software provided as part of the Services should be operational and accessible to UEFA staff until 30 September 2016.

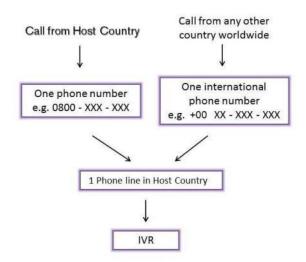
5.4 Customer service representatives

- The customer service representatives will answer such calls based on and aided by the CRM system. In highly specific cases, calls can be forwarded to UEFA's internal customer service staff.
 Customer might also be flagged for a call-back by either internal or external customer service representatives.
- The live operator service will be available during normal working days between 08.00 hrs and 20.00 hrs CET. At other times, there will be a message indicating the normal working hours.

This service will be extended at specified days such as e.g. the last day of the 1st sales phase or in case of crisis situations.

5.5 Telephone numbers

As we foresee to have only one centralised external Customer service centre it is important that Customers calling from the country where the competition is played will pay a flat rate per minute. For international phone calls it is complicated to implemented flat rate service numbers; in this case the costs will depend from where the Customer calls from. The Applicant is requested to provide a proposal and solution for this set up.



- For domestic customer Services (for example, supporters calling from France for UEFA EURO 2016) UEFA is intending to use a flat rate service number with a fixed price per minute. The Customer will cover the costs;
- For international inquiries people could call the real ISDN number, which could be related to the virtual paid number. Again, the caller will cover the costs;
- The phone numbers will be communicated on www.UEFA.com, in the relevant media releases and on all one-to-one communication items to our customers (confirmation e-mails, letters, ticket shipment documents, etc.);

5.6 Optional Outbound communication

In the event of unforeseen circumstances as well as for issues that can be assumed, outbound communication might be requested For this communication all mentioned channels (email, telephone) should be taken into consideration and all Customer groups may be contacted.

5.7 Reporting

Completion of the service level agreements (SLA)

The Successful Applicant is requested to compile statistics in order to measure the completion of the SLA (these still have to be defined and will include for instance the average waiting time on the phone, average duration for emails to be answered, etc.).

Frequent questions

Moreover, the Successful Applicant should be able to report to the UEFA staff as far as Customer questions are concerned (which questions / answers are the most frequent, how frequently, which are new / unanticipated questions that need an answer to be provided by the UEFA staff) as this interaction is necessary to optimise the service to Customers and reduce direct contact. The Applicant should come up with a proposal on how to set up this form of reporting or show how such functionality is integrated in the provided CRM tool.

6. SUPPLIER INFORMATION REQUIRED

The Applicant is asked to provide the following information:

- a. Company form and ownership;
- b. References of the company of comparable performances during the last three years (including the name and contact details at reference customer);
- c. Number of employees; and
- d. Copies of its current professional indemnity and third party indemnity insurance, and any other insurance policies which the company has in place which may be relevant to the provision of the Services. Please note that the Successful Applicant will be required to obtain and maintain insurance coverage with a reputable insurer against and any all of its potential liabilities in connection with the provision of the Services in accordance with the provisions contained in the Deal Principles.

The Applicant must return a completed and signed copy of the Appendix 3.

7. COST INFORMATION REQUIRED AND SERVICE LEVEL AGREEMENTS

The pricing proposal should be easy to understand and should consist of no more components than:

1. One fixed price component (covering the use of all systems, technical implementations, project management, etc.)

2. Variable price components per:

- a. Call handled in the IVR
- b. Call handled by a customer service representative
- c. Email handled by a customer service representative To minimise risk for, the Successful Applicant and UEFA, the Applicant is welcome to propose differentiated variable prices depending on volumes or general price floors and caps.

If the scope had to be extended to other customer groups (this could specifically be the case for other selected targets groups, e.g. VIP) the Applicant shall be able to handle such additional requirements, in case it is needed, subject to agreement with UEFA in accordance with the rates presented under the Proposal. Such an extension of the Services shall in no case lead to an increase of variable price components (per inquiry) but rather should be aimed at achieving cost optimization and ideally lead to a reduction of variable price components. Fixed price components might be adapted in a reasonable manner.

The estimated costs shall be expressed in Euro (€), excluding VAT)

The Applicant shall make a proposal for meaningful and efficient SLA and on a procedure on how these would translate into bonus or penalties.

8. TENDER PROCESS DESCRIPTION

This chapter aims at describing the Tender process.

8.1 Proposals

UEFA invites the Applicants to submit a Proposal for the Services requested.

The Proposal must include the following elements:

- A clear description of the Applicant, previous experience in similar tasks and financial details;
- A description of proposed Customer service centre solution, including staff, a CRM system and the set up costs for the operation. Please refer to point 7. for pricing grid requirements;
- Costs and proposed solution for the development of an Interactive Voice Response application (IVR);
- A proposal for the setup of the phone numbers, including a recommendation regarding the kind of numbers and the height of the rates for domestic and international markets;

- A clear identification of proposed project team and interfaces organisation proposed;
- A clear reporting solution plan to compile statistics in order to measure the completion of the SLA
- A significant backup solution plan;
- A detailed project roadmap;
- A clear costs overview ideally divided between set-up and variable cost (variable cost ideally split by general public sales, PNA and finalists participating teams fans sales and hospitality);
- Provide cost overview in the eventuality outbound calls would be requested.
- A completed and signed version of Appendices 1 and 3.

8.2 Selection criteria

UEFA will select the Successful Applicant based on the following (non-exhaustive) criteria:

- The competitiveness of the estimated costs (expressed in Euro (€), excluding VAT) for the provision of the Services;
- The financial standing of the Applicant and/or the ability of the Applicant to fulfil the contractual commitments;
- Previous experience(s) and references in similar services;
- Scope and integration of Services;
- Proposed Services level;
- Concept of how to manage volatile demand;
- Supporting IT systems features;
- Quality of the Services offered;
- Expertise of the Applicant company;
- Dedicated project manager;
- Completeness and integrity of the provided proposal documents;
- The acceptance of the Deal Principles contained at Section 10 of this ITT;

- The submission by the Applicant of the Statement of Undertaking attached at Appendix 1 of this ITT;
- Compliance with sustainability requirements and Proposals which enhance sustainability in accordance with the principles contained in Appendix 2; and

The quality of the documentation received will also be a factor in the selection of the Successful Applicant.

8.3 Eligibility of Applicants

Only companies which can demonstrate proven experience in the provision of such Services and who have a strong financial standing, sufficient resources, and adequately trained personnel are invited to submit Proposals. Applicants will be required to present credentials and references in support of their submission.

8.4 Analysis of Proposals and further information

Following receipt of Proposals and subsequent detailed analysis by UEFA, Applicants may be required to provide clarification and/or further information with respect to their Proposals, if requested by UEFA. Applicants will be expected to co-operate fully with UEFA in this respect. Applicants shall also be free to make any recommendations to UEFA to provide other services than the ones mentioned in this document.

8.5 Sustainability

The Applicant shall give due consideration to the sustainability requirements as described in Appendix 2. When preparing its Proposal, each Applicant shall describe in what ways it could enhance sustainability when providing the Services. UEFA encourages Applicants to propose, where appropriate, alternative options where such options allow for greater sustainability consideration.

9. SUBMISSION OF PROPOSALS AND ENQUIRIES

UEFA will, where possible, provide any clarifications reasonably requested in relation to the content of this ITT and proposed process. Applicants should submit such queries digitally in writing and submit to the person mentioned below. Such clarification may be provided by UEFA in such form as UEFA considers appropriate.

To submit its Proposal, each Applicant should email the proposal in English to **Sandrine.Weberruss@uefa.ch**. UEFA will not accept Proposals in any other form or by any other method.

The Proposal may not be altered by any Applicant after the date of the submission to UEFA.

For any questions or further information regarding the Tender please contact:

Sandrine Weberruss

Customer Service Coordinator

Sandrine.Weberruss@uefa.ch

Proposals must be received by no later than <u>5 January 2015</u>, <u>12.00 CET</u>

UEFA may contact Applicants for further information and/or invite selected Applicants to make a presentation at UEFA Headquarters in Nyon, Switzerland.

UEFA shall notify the Successful Applicant(s) in writing. However, official appointment of the Successful Applicant(s) shall be subject to signature of the Agreement between the Successful Applicant(s) and UEFA.

10. DEAL PRINCIPLES

The following table highlights the fundamental Deal Principles which UEFA requires the Successful Applicant to adhere to, and which will be included key terms of the Agreement which shall be provided by UEFA entered into with the Successful Applicant:

SUBJECT	DEAL PRINCIPLE
Contractual parties	UEFA may determine that certain rights and obligations in relation to the
	Services are granted, assigned or transferred to UEFA Events S.A., including but
	not limited to the payment obligations and to be appointed as the contracting
	party. The Successful Applicant shall, in such cases, treat all references to UEFA

contained in this ITT or any subsequent Agreement, to include UEFA Events S.A. as applicable. Liability & Insurance The following terms will be included in the Agreement executed with the Successful Applicant, and shall be non-negotiable. Applicants should only submit Proposals if they agree to and can comply with these terms: 1. The Successful Applicant shall obtain and maintain for the duration of the term of the Agreement appropriate insurance coverage in respect of its potential liabilities in connection with the agreement. Such insurance coverage shall contain an endorsement of the interest of UEFA and the Successful Applicant shall, if requested by UEFA, supply UEFA with a copy of the relevant insurance certificates. 2. The Successful Applicant shall provide the Services at its own risk and maintain and replace all elements of the Services as necessary. 3. The Successful Applicant shall defend, hold harmless and indemnify UEFA at all times from and against any and all claims, costs, proceedings, demands, damages, losses, expenses and liabilities (including legal expenses) suffered or incurred by UEFA resulting from a breach by the Successful Applicant (or the Successful Applicant's employees, agents and/or representatives) of any of the terms of the agreement for any reason whatsoever, including but not limited to: any claim by any third party (including any Commercial Partners, the a. clubs or governmental authority) of whatsoever kind or nature by or against UEFA (including UEFA's affiliates, licensees and assignees) arising from the provision of the Services; b. any breach or non-performance by the Successful Applicant of any provision of the agreement; any negligent act or omission of the Successful Applicant whether or C. not such claim arises during or after the term of the agreement; d. any failure by the Successful Applicant to secure, pay for and maintain any applications, permits and/or licenses; any claim, loss or damage arising from or in connection with the e. death or personal injury to any person caused by or in connection

	with the provision of the Services; and/or	
	f. any failure by the Successful Applicant to provide the Services in the agreed and timely manner or perform the Services for any reason whatsoever.	
Applicable laws	The Successful Applicant shall be responsible for compliance with any and all national and local applicable laws which relate to or may affect the provision of the Services.	
Consent, permits and licences	The Successful Applicant shall obtain and pay for any and all consents and licences required in connection with the provision of the Services (including any fire, health, safety, security and technical requirements or regulations in the respective country where the Sites are located) and any inspections and/or tests required by any relevant authorities. Any such additional costs, if not know at the time of submission of the Proposal by the Applicant, will be reimbursed by UEFA, once agreed to in advance in writing, and on reception of relevant valid invoices. The Successful Applicant shall arrange and be responsible for all customs clearance, shipping documentation import duties if applicable, ATA carnets, customs licenses and/or any other clearances necessary for the provision of the Services.	
Insufficient Performance	If the Successful Applicant's performance in respect of a specific part of the Services is not (in UEFA's reasonable opinion) of the highest industry standards in accordance with the terms of the agreement then UEFA may: request immediate remedy or rectification; request replacements; reduce the fees due to the Successful Applicant if remedy, rectification or replacement does not sufficiently solve the problem, or reduce the scope of the Services to exclude such sufficient part; or ultimately terminate the Agreement with the Successful Applicant.	
Termination	UEFA may terminate the Agreement with immediate effect by written notice to the Successful Applicant if:	
	 the Successful Applicant's performance of the Services is, 	

	following the exhaustion of the process described in the insufficient performance clause, still considered not to be of the required standard;
	 the Successful Applicant breaches any provision of the Agreement, which makes it unreasonable for UEFA to continue as agreed with the Successful Applicant;
	 there is a substantial change in the ownership of the Successful Applicant which adversely affects the ability of the Successful Applicant to perform its obligations under the Agreement or which is detrimental to the legitimate interests of UEFA; or
	the Successful Applicant becomes bankrupt or insolvent or enters into liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets.
Governing Law	The Agreement between UEFA and the Successful Applicant will be governed by Swiss law.
	Any dispute between the parties arising under or relating to the Agreement shall be submitted exclusively to the courts of Nyon, Switzerland.
Announcements & Publicity	The Successful Applicant shall not make, and shall ensure that none of its employees, agents or representatives make, any public statements or announcements regarding the existence of or terms of the Agreement, its association with UEFA and/or the Competitions without the prior written consent of UEFA both as to the making of that statement and its content.
	The Successful Applicant acknowledges and agrees that neither it nor any of its affiliates shall have any right:
	 either to associate it or themselves with UEFA and/or the Competitions (including, without limitation, through the

use of the materials or any Intellectual Property); or

 to use the materials in any manner whatsoever (including, without limitation, for the purposes of marketing its or their products or services) without the prior written consent of UEFA.

11. LEGAL PROVISIONS

- 1. Nothing in this ITT, nor any communication made by UEFA or its representatives, agents or employees shall constitute a contract between UEFA and any Applicant, nor shall it be taken as constituting any representation that an Applicant will be appointed in accordance with this ITT or at all.
- 2. UEFA does not undertake to accept any Proposal submitted in response to this ITT and reserves the right to organise and/or re-package the Services in a different way. UEFA reserves the right to change any aspect of this ITT at any time or to issue an amended ITT for all or part of the Services.
- 3. The Applicants may be shortlisted and/or rejected by UEFA at any time and/or asked to clarify or resubmit any Proposal which fails to meet the requirements of UEFA as set out in this document. UEFA is under no obligation to give any reasons for any rejection or for any other decision made in connection with this ITT or the Tender. UEFA reserves the right to enter into negotiations with one or more Applicants on such a basis as may be determined by UEFA at its sole discretion.
- 4. UEFA has taken all reasonable care to ensure that this ITT is accurate in all material respects. This ITT is provided solely by way of explanation of the services which UEFA intends to use and neither UEFA nor any of its representatives, agents or employees make any representation or warranty or accept any responsibilities for the accuracy or completeness of any of the information contained in this ITT; nor shall they be liable for any loss or damage suffered by any Applicants in reliance on this ITT or any subsequent communication.

5. The Applicant agrees that:

- a) it (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITT and any information relating to affairs or business of UEFA which comes into its possession in relation to this ITT;
- b) it shall not disclose Confidential Information (or any parts of it) to any third party without the prior written consent of UEFA, which may be given or withheld in its absolute discretion (save, where required by law);

- c) it shall only be entitled to use Confidential Information for the purpose of this ITT; and
- d) it shall not discuss the financial terms of this ITT with rival Applicants.
- 6. By the submission of a Proposal, the Applicant warrants and represents to UEFA that:
 - a) its expression of interest and all related elements of the Proposal do not infringe any third party rights;
 - b) it owns all rights of any nature in the Proposals submitted;
 - c) it shall not use any UEFA Intellectual Property except as permitted by UEFA;
 - d) it shall not claim any association with UEFA or any UEFA competition in relation to its Proposals or otherwise;
 - e) it will observe all statutory and competition-related provisions of UEFA, as well as specific instructions and all applicable national and international laws;
 - f) it warrants to UEFA that the information contained in its Proposal shall not be false or misleading and that if, following submission of the Proposal, there is any change in the Applicants' circumstances which may adversely affect such information, the Applicant shall promptly notify UEFA in writing setting out the relevant details in full; and
 - g) it shall comply with these terms and conditions.
- 7. If UEFA considers that any Applicant is or is likely to be in breach of any of these terms and conditions, then UEFA shall (without prejudice to its rights and/or remedies arising under law) be entitled to withdraw from any co-operation with the Applicant without any requirement to give such Applicant notice and without any further liability to such Applicant.
- 8. The Applicant is responsible for all costs, expenses and liabilities incurred in the preparation of its Proposal, any responses to requests for further information by UEFA, meetings with UEFA and any negotiation with UEFA following receipt by UEFA of its Proposal (whether or not an Agreement is entered into with such Applicant).
- 9. The Applicant acknowledges that all Intellectual Property rights and all commercial rights in relation to UEFA's competitions including but not limited to their names, logos and trophies, remain the exclusive property of UEFA.
- 10. Once received by UEFA, each document submitted as part of a Proposal shall become the physical property of UEFA. Irrespective of whether any Proposal is successful or not, UEFA shall be entitled to use (free from any payment or restriction) all ideas, concepts, Proposals, recommendations or other materials (save for trademarks and copyrighted materials) contained in such Proposal or otherwise communicated to UEFA during the Tender. The Applicant waives and shall not make any claim

- against UEFA in respect of any use made by UEFA of any intellectual property or other similar rights relating to the ideas, concepts or any other materials (save for any trademarks or copyrighted materials of the Applicants) contained in their Proposals.
- 11. Applicants who have not been selected will be informed in writing by UEFA. UEFA shall not be obliged to give any reason for making any selection and/or rejection.
- 12. UEFA shall select the Applicant(s), whose Proposal(s) and subsequent presentations(s), in UEFA's sole opinion, most closely satisfy the scope of the task described. The Applicant(s) shall, however, be bound under all circumstances to the declaration of interest submitted.
- 13. The completion of the acceptance shall be subject to UEFA and the Successful Applicant signing a long-form agreement. Such agreement shall contain the detailed terms and conditions of such appointment and, inter alia, include the Deal Principles contained at Section 10 of this ITT. By submitting a Proposal, the Applicant confirms that it is able to comply with all Deal Principles.
- 14. The Successful Applicant will immediately inform UEFA of any change in the ownership or senior management of the Successful Applicant. UEFA reserves the right to reallocate the award of any and all aspects of the Project if the ownership or senior management of the appointed Applicant changes.
- 15. Successful Applicants shall obtain and maintain appropriate insurances with regard to their own or sub-contracted staff, public liability as well as indemnities and warranties in regard to UEFA as more fully described in the Deal Principles contained at Section 10 of this ITT as part of the standard terms and conditions of the Agreement.
- 16. The Applicant is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this ITT, the Tender, UEFA, any UEFA competition and/or its Proposals (whether appointed or not) without the prior written consent of UEFA, which may be given or withheld in its absolute discretion. Each Applicant acknowledges and agrees that UEFA shall have the sole right to make any announcement in relation to this ITT, the Tender and the selection and/or appointment of any Applicant(s) (if at all).
- 17. Neither UEFA nor any of its representatives, agents or employees shall be responsible for any loss, damage, liability or expense that may be suffered or incurred in relation to this ITT and/or subsequent negotiations. The Applicant expressly waives any right of action it may have against UEFA with regards to the Tender.
- 18. The Applicant must provide confirmation that its Proposal for the provision of the Services complies with any and all applicable national and local laws.

Invitation To Tender

- 19. UEFA may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to UEFA Events S.A. The Successful Applicant shall, in such cases, treat all references to UEFA contained in this ITT or any Agreement, to include UEFA Events S.A.
- 20. This ITT and all related documentation pertaining to the Proposals and Tender (including any contracts) shall be governed and interpreted in accordance with Swiss law without regard to choice of law principles. The exclusive place of jurisdiction shall be Nyon.

APPENDIX 1 - STATEMENT OF UNDERTAKING

Name of company: insert Name of Company

Tax number: insert tax number

Address: insert Street Postal Code City Country

referred to hereinafter as the "Company", hereby expresses interest in participating in the Tender for providing customer service centre Services From 1 February 2015 until 31 August 2016 and undertakes that:

- 1. no information provided nor representations made to UEFA are false, inaccurate or misleading;
- 2. none of the Company's representatives or employees shall make any form of public announcement or statement relating directly or indirectly to UEFA and/or the Tender to any media without the prior written approval of UEFA and that any non-compliance will lead to the penalty of being held responsible for any damages caused;
- 3. it (and its officers, employees, agents and advisers) shall keep confidential the terms of this ITT and any information relating to affairs or business of UEFA which comes into its possession in relation to this ITT and/or the Tender, it shall not disclose confidential information (or any parts of it) to any third party without the prior written consent of UEFA, which may be given or withheld in its absolute discretion (save, where required by law) and it shall only be entitled to use confidential information for the purpose of the Tender.
- 4. all intellectual property and commercial rights in relation to UEFA, the ITT and/or the Tender belong exclusively to UEFA;
- 5. it is capable of and shall comply with all legal provisions and the Deal Principles contained in the ITT or otherwise agreed in writing with UEFA;
- 6. UEFA shall not be held responsible for any costs, expenses and/or liabilities incurred in by the Company in the preparation and submission of the information and/or documentation in response to the ITT and/or any responses to requests for further information by UEFA;
- 7. any association with UEFA or its competitions and events in any manner whatsoever without UEFA's prior written approval is strictly prohibited;
- 8. UEFA shall not be required to invite the Company to participate in the Tender and reserves the right to organize any services related to the Tender or to re-open part of or the entire tendering process at a later stage;

Invitation To Tender

9. this Statement of Undertaking and any related documentation shall be governed by and construed in accordance with the substantive laws of Switzerland. The place of jurisdiction shall be Nyon, Switzerland.

By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in the ITT, unless otherwise defined herein), I/we confirm that I/we have read and understood the foregoing terms and conditions issued by UEFA regarding the process for selection of a candidate(s) to provide customer service centre Services from 1 February 2015 until 31 August 2016 and agree that the Company which I/we duly represent is bound by such terms and conditions.

Signature:		_
Name and Title:	Date:	
Official Stamp:		

APPENDIX 2 – SUSTAINABILITY

UEFA is committed to a sustainable development long-term strategy, ensuring that its business is conducted in a way that is environmentally sound, economically viable, and socially responsible. UEFA aims to encourage high standards of environmental and social performance amongst its suppliers and their supply chains, particularly in the organisation of UEFA events.

As a result, UEFA requires that the Successful Applicant gives due regard to the following principles, extracted from the United Nations Global Compact (www.unglobalcompact.org), in connection with the products and services they supply:

- **Human Rights**: The Successful Applicant should support and respect the protection of internationally proclaimed human rights and make sure that they are not complicit in human rights abuses.
- Labour: The Successful Applicant should uphold the freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the effective abolition of child labour, and the elimination of discrimination in respect of employment and occupation.
- **Environment**: The Successful Applicant should support a precautionary approach to environmental challenges, undertake initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies.
- **Anti-Corruption**: The Successful Applicant should work against corruption in all its forms, including extortion and bribery.

The Successful Applicant also agrees to inform UEFA about:

- any demand or act when providing the Services that would not be consistent with these principles; and
- every initiative undertaken by the Successful Applicant aiming to promote and respect these principles.

Moreover, all Applicants are required to present information regarding sustainable development strategy or initiatives regarding environmental protection and social responsibility already implemented within its organisation.

Each UEFA event is organised with the following priorities:

- Optimise transport operations (general public, logistic and officials) to reduce carbon emissions;
- Enhance local employment (specifically in regions with high unemployment rate);

- Ensure optimal waste management through 3R strategy reduce, reuse, recycle in stadiums and venues;
- · Reduce energy consumption and promote use of greener energies;
- Promote a responsible sourcing of products and services;
- Ensure accessibility of the event for disabled persons;
- Deploy anti-racism measures; and
- Implement a tobacco-free policy within stadia and venues.

UEFA events may be evaluated through the Sustainable Development project by producing a 'one-year-to-go' report before each event, and a complete reporting post-event based on the Global Reporting Initiatives (GRI) Guidelines (www.globalreporting.org). In this regard, the Successful Applicant may be requested to deliver data on the service or products which it provides for an event.

Applicants shall provide appropriate information setting out how they will comply with the above requirements and any sustainable requirements specific to their industry and services.

Any additional item suggested by Applicants, in line with the current ITT and that could facilitate achieving these priorities during the event, will be taken into consideration by UEFA and be considered as important assets in the selection process.

APPENDIX 3 – INFORMATION GRID

Please note that the provision of the data requests in this enclosure is mandatory to be considered as an Applicant in the further tender process.

The annex should be signed by an appropriate representative of the Applicant.

Annual Turnover:			
2011:			
2012:			
2013:			
2014:			
Number of employees:			
2012			
2013			
2014			
Languages	# of customer service representatives		
English			
French			
German			
Other languages covered			
Is there an IVR solution in place?			
Is there a CRM system in place (which one)?			
Is there CRM system web-enabled?			

As part of the Proposal, the Applicant shall submit an explanation of his methodology used for project management and quality management.

References in similar projects shall be enclosed as credentials.



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WE CARE ABOUT FOOTBALL