



## **CONSULTATION FOR GOVERNANCE ADVICE**

- **Entity organising the consultation:**

UEFA  
Route de Genève 46  
1260 Nyon 2  
Switzerland

- **Contact details :**

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- **Description of Services**

Governance advice in the following areas:

1. Risk Management, including:

- Assessment of the existing UEFA risk management framework
- Advice on short-term steps to improve UEFA's existing risk management framework

Deadline: October/November 2018 – precise date TBD

2. Audit planning – financial solidarity distributions, including:

- Advice on the planning of an initial limited series of audits of solidarity project ("HatTrick") distributions to UEFA member associations, including defining audit criteria and related work.

Deadline: 16 October 2018

*[Note: performing the audits is not included in this initial scope of work.]*

3. General advice in governance/compliance areas, including:

- High-level review/critique of UEFA documents (e.g. five-year plan, draft rights sales policy, draft procurement policy, etc.)

Deadline: October/November 2018 – precise dates TBD

- **Budget**

- The indicative budget for the project is EURO 20,000 exclusive of VAT.
- Offers must be indicated in EUROS and without tax.
- Offers are final. They may not be modified or amended until the completion of the services and the transmission of the corresponding invoices by the successful applicant.
- Offers must include all costs including expenses, unless otherwise agreed.

- **Timeline of consultation process**

- Publication of consultation document: 11 September 2018
- Deadline for submission of offers by applicants: 21 September 2018
- Appointment of successful applicant: 26 September 2018

- **Information to supply in the offer**

Offers shall be considered only if submitted within the stipulated deadline and subject to the inclusion and submission of the following elements:

- Information about the applicant:
  - Contact details of the applicant and the designated contact person;
  - Copies of the applicant's professional and public liability insurance; certificate(s), applicable to the services being rendered;
  - Details of the applicant's experience in the provision of the required services, notably in the events or sporting domain;
- Technical description and specification of the services offered;
- Financial offer, including a detailed breakdown of the various components, if applicable; and
- A copy of UEFA's deal principles as set out in Annexe 1 below, signed by the applicant.

- **Legal provisions governing the consultation**

- By submitting an offer in response to this consultation, the applicant confirms its acceptance of these legal provisions and the deal principles contained in Annexe 1 below.
- The appointment of the successful applicant shall be subject to the execution of an agreement between UEFA and the successful applicant, in whatever form UEFA determines to be appropriate, together with the issuance of a purchase order for the relevant services. The agreement executed between UEFA and the successful applicant may be a contract or a set of terms and conditions which the successful applicant shall be required to sign and return. In all cases, the provisions contained in the deal principles shall be the minimum terms to which the successful applicant shall adhere. No other documentation shall constitute any form of agreement or binding commitment between UEFA and any applicant.

- UEFA does not undertake to accept any offer submitted in response to this consultation document and reserves the right to organise, offer and/or re-package the services in any way it chooses. UEFA reserves the right to change any aspect of this consultation document at any time, or to withdraw or issue an amended consultation document for all or part of the services.
- The offer submitted by the applicant shall be valid until 30 September 2018.
- 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 consultation document; nor shall they be liable for any loss or damage suffered by any applicants in reliance on this consultation document or any subsequent communication.
- Any and all communication between UEFA and an applicant is strictly confidential. The applicant shall not use any information contained in this consultation document for any purpose other than the preparation of its offer.
- All costs associated with the consultation and the preparation of any offer shall be at the applicant's own expense.
- Applicants are strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this consultation, UEFA, any UEFA competition and/or its offer (whether appointed or not) without the prior written consent of UEFA, which may be given or withheld in its absolute discretion.
- Applicants acknowledge 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.
- Once received by UEFA, each document submitted as part of an offer shall become the physical property of UEFA. Irrespective of whether any offer 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 offer or otherwise communicated to UEFA during the consultation. Applicants waive 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 offers.
- Applicants who have not been selected to provide the services will be informed in writing by UEFA. UEFA shall not be obliged to give any reason for making any selection and/or rejection.

- This consultation and all related documentation pertaining to the offers (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.

## **ANNEXE 1**

### **DEAL PRINCIPLES AND COMPANY DECLARATION**

The following table highlights the fundamental deal principles which UEFA requires the successful applicant to adhere to, and which will be included as key terms of any agreement which shall be provided by UEFA and entered into with the successful applicant:

<b>SUBJECT</b>	<b>DEAL PRINCIPLE</b>
Contractual parties	UEFA may determine that certain rights and obligations in relation to the services are granted, assigned or transferred to any of its subsidiaries, 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 consultation or any subsequent agreement, to include any of its subsidiaries, as applicable.
Liability & Insurance	<p>The following terms will be included in the agreement executed with the successful applicant, and shall be non-negotiable. Applicants should only submit offers if they agree to and can comply with these terms:</p> <ol style="list-style-type: none"><li>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. The successful applicant shall, if requested by UEFA, supply UEFA with a copy of the relevant insurance certificates.</li><li>2. The successful applicant shall provide the services at its own risk and maintain and replace all elements of the services as necessary.</li><li>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:<ol style="list-style-type: none"><li>a. any claim by any third party (including any of UEFA's commercial partners, the 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;</li></ol></li></ol>

	<ul style="list-style-type: none"> <li>b. any breach or non-performance by the successful applicant of any provision of the agreement;</li> <li>c. any negligent act or omission of the successful applicant whether or not such claim arises during or after the term of the agreement;</li> <li>d. any failure by the successful applicant to secure, pay for and maintain any applications, permits and/or licenses;</li> <li>e. any claim, loss or damage arising from or in connection with the death or personal injury to any person caused by or in connection with the provision of the services; and/or</li> <li>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.</li> </ul>
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	<p>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 any relevant sites are located) and any inspections and/or tests required by any relevant authorities.</p> <p>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.</p>
Insufficient Performance	<p>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:</p> <ul style="list-style-type: none"> <li>▪ request immediate remedy or rectification;</li> <li>▪ request replacements;</li> <li>▪ 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</li> <li>▪ ultimately terminate the agreement with the successful applicant.</li> </ul>
Termination	UEFA may terminate the agreement with immediate effect by written notice to the successful applicant if:

	<ul style="list-style-type: none"> <li>▪ 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;</li> <li>▪ the successful applicant breaches any provision of the agreement, which makes it unreasonable for UEFA to continue as agreed with the successful applicant;</li> <li>▪ 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</li> <li>▪ 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.</li> </ul>
Governing Law	<p>The agreement between UEFA and the successful applicant will be governed by Swiss law.</p> <p>Any dispute between the parties arising under or relating to the agreement shall be submitted exclusively to the courts of Nyon, Switzerland.</p>
Announcements & Publicity	<p>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 any of its events or competitions without the prior written consent of UEFA both as to the making of that statement and its content.</p> <p>The successful applicant acknowledges and agrees that neither it nor any of its affiliates shall have any right:</p> <ul style="list-style-type: none"> <li>▪ either to associate it or themselves with UEFA and/or any of its events or competitions (including, without limitation, through the use of the materials or any of UEFA's intellectual property); or</li> <li>▪ 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.</li> </ul>
Damage to Sites	<p>The successful applicant shall take all necessary precautions to avoid any damage to any surfaces, infrastructure, facilities or pre-existing material at any designated sites as a result of the performance of the services. The successful applicant shall be responsible for all liabilities howsoever arising from any damage caused to any of the foregoing by its employees, agents, partners, sub-contractors or suppliers.</p>

Intellectual Property	<p>The successful applicant shall expressly acknowledge and agree that:</p> <ul style="list-style-type: none"> <li>▪ any and all rights (including intellectual property rights and/or rights of commercial exploitation) relating to UEFA and/or any of its events or competitions belong solely and exclusively to UEFA and the successful applicant agrees not to challenge UEFA's ownership thereof; and</li> <li>▪ it shall not use trademarks or other intellectual property rights of or related to UEFA or any of its events or competitions other than as permitted by UEFA strictly for the performance of the services.</li> </ul> <p>The successful applicant shall not, by virtue of the agreement or otherwise, obtain or claim any right, title or interest in or to any rights of intellectual property and/or commercial exploitation in connection with UEFA or its events or competitions. If and to the extent that the successful applicant acquires any such right, title or interest, pursuant to the agreement or otherwise, the successful applicant:</p> <ul style="list-style-type: none"> <li>▪ shall assign to UEFA any and all such intellectual property throughout the world, free of any third-party rights and for the full duration of such rights (including any and all renewals and extensions thereof throughout the world); and</li> <li>▪ acknowledges and agrees that the benefit of all such rights will at all times accrue to and inure to the benefit of UEFA.</li> </ul>
Sustainability reporting	<p>The successful applicant shall perform the services in accordance with the sustainability requirements as specified in the ten principles of the United Nations Global Compact (published at the time of this consultation at the link <a href="http://www.unglobalcompact.org/AbouttheGC/TheTenPrinciples/index.html">http://www.unglobalcompact.org/AbouttheGC/TheTenPrinciples/index.html</a>) and enhance sustainable solutions when providing the services.</p> <p>The successful applicant shall, if requested by UEFA, deliver data on the services provided, including the data required for a complete report based upon the Global Reporting Initiatives (GRI) guidelines (<a href="http://www.globalreporting.org">www.globalreporting.org</a>).</p>

By submitting an offer, I/we confirm that I/we have read and understood the deal principles issued by UEFA regarding the process for selection of a candidate(s) to provide Governance Advice services for UEFA, and agree that the company which I/we duly represent is bound by such terms and conditions.

Signature: \_\_\_\_\_