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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:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>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.</td>
</tr>
<tr>
<td>Applicant</td>
<td>means any legal entity that submits a Proposal in response to this ITT.</td>
</tr>
<tr>
<td>Commercial Partners</td>
<td>means any persons appointed from time to time by UEFA whether as sponsors, broadcasters, suppliers, licensees or otherwise officially associated with the Event, through any designation granted by UEFA or any other persons granted commercial rights in respect of the Event, by UEFA.</td>
</tr>
<tr>
<td>Confidential Information</td>
<td>means any information, data or material of a confidential or proprietary nature, relating to the business and affairs of UEFA, 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.</td>
</tr>
<tr>
<td>Deal Principle(s)</td>
<td>means the fundamental and non-negotiable provisions listed in Section 9 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.</td>
</tr>
<tr>
<td><strong>Event/UEFA EURO 2020</strong></td>
<td>means the final tournament of the UEFA European Football Championship 2018-2020 which will take place in twelve (12) host cities across Europe in June and July 2020.</td>
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<tr>
<td>-------------------------</td>
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<tr>
<td><strong>Host Association(s)</strong></td>
<td>means any of the twelve (12) national football associations which have been appointed by UEFA to stage the Event.</td>
</tr>
<tr>
<td><strong>Interpreter</strong></td>
<td>means any individual who provides interpretation services for the Event as part of the Services.</td>
</tr>
<tr>
<td><strong>International Broadcast Centre/IBC</strong></td>
<td>means the technical production facility and offices for all right-holding broadcaster which shall for UEFA EURO 2020 be located at the Expo Haarlemmermeer in the Netherlands.</td>
</tr>
<tr>
<td><strong>ITT</strong></td>
<td>means this Invitation to Tender document and all of its appendices.</td>
</tr>
<tr>
<td><strong>Intellectual Property</strong></td>
<td>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).</td>
</tr>
<tr>
<td><strong>LOS</strong></td>
<td>means local organising structure – any entity formed or used by any of the Host Associations to administer and organise the Event.</td>
</tr>
<tr>
<td><strong>Match(es)</strong></td>
<td>means each and any football match which will be played at a Site as part of the Event.</td>
</tr>
<tr>
<td><strong>Match Day/MD</strong></td>
<td>means a specific Match day of the Event.</td>
</tr>
<tr>
<td><strong>MD-1</strong></td>
<td>means the day before a specific Match day of the Event.</td>
</tr>
<tr>
<td><strong>Proposal</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>means the interpretation services to be provided by the Successful Applicant in accordance with the provisions of this ITT.</td>
</tr>
<tr>
<td><strong>Site(s)</strong></td>
<td>means each and any of the official venues, stadiums or sites where the Event or any Event-related events will be staged, or a central UEFA warehouse, the location of which shall be communicated by UEFA from time to time.</td>
</tr>
<tr>
<td><strong>Statement of Undertaking</strong></td>
<td>means the Statement of Undertaking in the form provided in Appendix 1 of this ITT, which shall be signed by the duly authorised representative(s) of each Applicant and submitted with its Proposal.</td>
</tr>
<tr>
<td><strong>Successful Applicant</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Tender</strong></td>
<td>means the tendering process for the Services, in accordance with and as set forth in this ITT.</td>
</tr>
<tr>
<td><strong>UEFA</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>UEFA Events S.A.</strong></td>
<td>means the wholly owned subsidiary of UEFA, which undertakes certain commercial functions and operations in relation to various UEFA competitions and events.</td>
</tr>
<tr>
<td><strong>UEFA Health &amp; Safety Guide</strong></td>
<td>means the standards contained at Appendix 3 in respect of health and safety which must be adhered to by the Successful Applicant during the provision of the Services and which shall be included in the Agreement entered into between UEFA and the Successful Applicant. The Applicant, by submission of its Proposal and the Statement of Undertaking, confirms that it is capable of complying with the UEFA Health and Safety Guide.</td>
</tr>
<tr>
<td><strong>UEFA Subsidiaries</strong></td>
<td>means any entity formed or used by UEFA to assist in the organisation and/or administration of its events, including UEFA Events SA.</td>
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</table>
2. INTRODUCTION

UEFA is looking for Proposals to provide language services for media at UEFA EURO 2020™, which will be held in twelve (12) host cities across Europe in June and July 2020.

The Services will be provided to the UEFA Media Services and Operations (“MOPS”) department, which is responsible for media facilities and services in all twelve (12) stadiums for UEFA EURO 2020™, as well as the management of the official media activities of the competing teams. MOPS is also responsible for the operation of certain technical facilities in the International Broadcast Centre (IBC), to be located at the Expo Haarlemmermeer in the Netherlands.

MOPS is seeking a single provider of remote simultaneous interpretation services for official media events taking place during UEFA EURO 2020™. These services will be provided according the schedule and language needs as determined by UEFA. All remote simultaneous interpretation services will be conducted at the IBC. All sub-contracting of individual Interpreters, as well as all logistical planning (including but not limited to travel and accommodation), must be managed by the Successful Applicant. For the avoidance of doubt, UEFA is not seeking applications from individual Interpreters.

MOPS is also considering seeking a provider of transcripts. This will be a new service for UEFA EURO 2020™ and MOPS will assess its feasibility according to the Proposals received.

Applicants may submit a Proposal for one or both services, namely interpretation and transcripts. Any efficiencies in terms of cost, staffing and/or other factors that can be achieved by combining the two services should be clearly identified by the Applicant.

For the avoidance of doubt, if an Applicant is unable to offer transcript services this will not disqualify them from consideration for the provision of interpretation services, and vice-versa.

This document is an Invitation to Tender (ITT), and forms part of a Tender process which will be administered by UEFA.

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: 15 February 2019
- Applicants submit Proposals: 28 February 2019
- Presentations to UEFA (if required): 30 April 2019
- Provisional appointment of Successful Applicant(s): 31 May 2019
- Signing of Agreement: June to July 2019

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

4. SCOPE OF SERVICES

This section of the ITT contains an overview of the operational requirements.

Remote simultaneous interpretation services

The Successful Applicant will be required to provide a sufficient number of Interpreters who shall provide remote simultaneous interpretation services for all press conferences (as described below) and as otherwise requested by UEFA. The Services will be provided in accordance with the timelines directed by UEFA.

UEFA will offer remote interpretation for all official pre- and post-match press conferences at UEFA EURO 2020™, which will total over 200 in number across the 51 matches. All press conferences take place in the team’s own language(s).

The interpretation languages offered for each match will be English, the host country language and the languages of the competing teams (if different). With 24 competing teams and 10 host country languages, it is anticipated that a total of 16-18 languages will be required. Some countries (e.g. Belgium, Switzerland) would require more than one interpretation language. The Proposal should be made on the basis of the information provided in section 8, with adaptations to be made in agreement with UEFA following the qualification of all competing teams in March 2020.
The tournament match schedule, and the anticipated press conference slots on the days before the matches, mean that up to four press conferences will occur simultaneously on certain days. In addition, matches will be played across four (4) different time zones, from CET-1 to CET+2. The Applicant is expected to take these factors into consideration when submitting its Proposal.

The Services will be offered remotely, either via a central interpretation centre located at the IBC, with video and audio feeds provided by UEFA Host Broadcasting, or via an alternative solution proposed by the Applicants.

All technical equipment related to the provision of remote interpretation services will be provided by UEFA. A separate tender has been launched for the provision and operation of such equipment. The Successful Applicant is responsible for checking and testing all equipment used by the Interpreters prior to live use and informing UEFA without delay of any faults or problems.

For the avoidance of doubt, all interpretations may be used by UEFA for any purpose, including distribution to broadcast partners and other media as well as use on UEFA’s own media platforms.

UEFA also intends to offer English-local language interpretation for the Security and Organisational meetings for each match, which will be explained in detail later in this document.

All management, recruitment, scheduling and logistical planning shall be fully managed by the Successful Applicant to ensure that all of UEFA’s language requirements are met.

The Successful Applicant shall ensure that it has a sufficiently-sized pool of Interpreters available to ensure that UEFA’s language requirements are met and to ensure that any Interpreter who is not available (e.g. due to sickness) can be promptly replaced with no disruption to the operation of the Event.

**Transcripts service**

As an additional service to media, UEFA is considering the provision of press conference transcripts. Such transcripts would need to be made available to UEFA for distribution to media as quickly as possible following the conclusion of the relevant press conference.

Applicants are asked to provide an offer for each of the following models for producing transcripts of press conferences:

- MD-1 and post-match press conferences: English only
- MD-1 and post-match press conferences: English and original language
- MD-1 and post-match press conferences: English, host country language and language(s) of competing teams

It is understood that the final costs will be adapted following the qualification of all competing teams.
5. KEY REQUIREMENTS

The ITT has been designed to invite Proposals from Applicants with the following:

- Substantial knowledge of and proven experience in interpretation services related to international football;
- Experience with conferencing systems;
- The ability to hire local staff; and
- Solid financial and operational background.

Applicants will be required to deliver their Proposal electronically, including the following elements:

- Executive summary;
- Background, including experience and recent similar events
- Management and operations;
- Numbers, qualifications and resources for Interpreters;
- Main milestones in preparation;
- Training, references, logistics;
- Working plan before and during the Event; and
- Quotation for interpretation services.

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.

UEFA Health and Safety Guide

The Successful Applicant shall be required to adhere to the UEFA Health and Safety Guide during the provision of the Services, as referred to in Appendix 3.

Staffing

Applicants shall nominate a main project leader, dedicated to the provision of the Services and reporting to UEFA as required. This person shall be UEFA’s main contact person and responsible for the entire project, including the shift planning for the Interpreters. The Applicant should make clear reference to events that this main contact has worked on in the past. This person will liaise with both UEFA and the supplier of technical equipment for the press conferences to ensure a smooth operation before and during the Event.
All Interpreters must be fully familiar with football terminology, the unique nature of the Event, the host cities and countries, and the competing teams. Applicants should be prepared to procure Interpreters from any of UEFA’s member associations and achieve efficiencies by sourcing Interpreters capable of covering multiple languages wherever possible.

In the event that an Interpreter is not available for any reason, a replacement will be organized by the the Successful Applicant at no additional cost to UEFA. The Successful Applicant shall adapt to any changes in scheduling required during the Event at no additional cost to UEFA.

UEFA reserves the right to request that the Successful Applicant replace any Interpreter at any time (at its sole discretion) for any reason (including, but not limited to, where an Interpreter is not performing his or her role to the required standard.

All replacements of Interpreters due to illness, injury, poor performance, personal commitments or other reasons are to be undertaken at the Applicant’s own cost.

Applicants shall inform UEFA about the project and on-site staff dedicated to UEFA EURO 2020™.

Applicants shall be solely responsible for any and all payments such as salaries, social security, insurances, licenses and any other relevant fees, charges or duties relating to staff or the company to fulfil the requested Services of this Tender.

All administrative aspects regarding staffing, including work permits, visas and compliance with local labour laws, are the entire responsibility of the Applicant.

Travel, accommodation and meal arrangements for staff are the entire responsibility of the Applicant. Anticipated travel and accommodation costs should be included in the Proposal.

**Scheduling**

The Applicant must plan to take part in a full and successful testing of the simultaneous interpretation system in each Site by 3 days before the first match at the latest. Such testing will be coordinated with the supplier for the technical equipment referenced elsewhere in this Tender. The Applicant must be prepared to undertake regular additional testing during the course of the Event.

On the day before each match each team holds a press conference at the Site, featuring the head coach and at least one player. The majority of these press conferences will take place according to a timetable defined before the start of the tournament. However, the Applicant must be prepared to adapt to delays and late changes of timings.
UEFA EURO 2020™ runs from 12 June to 12 July 2020. Accordingly, the first official MD-1 press conferences will take place on 11 June 2020, ahead of the opening match in Rome.

Several tournament matchdays will feature kick-off times (15:00, 18:00 and 21:00 CET) and others will feature four Matches (two kicking off at 18:00 and two at 21:00).

The MD-1 press conference slots have provisionally been fixed as follows: 13:45, 15:45, 17:45 or 19:45. All times are local time and apply to all matches, regardless of venue. Teams will be requested to fix their MD-1 timings in April/May 2020.

In addition, each head coach holds a press conference after the end of the match, with an additional press conference involving the man of the match. The timings of these press conferences are fluid but they typically take place between 20 and 60 minutes after the final whistle. Timing adjustments must be anticipated for knock-out stage Matches which may require extra time (and potentially a penalty shoot-out).

The current version of the tournament match schedule can be found in the Appendices.

Whether based at the IBC or elsewhere, Interpreters are expected to be in place at least one hour prior to their assigned press conference to check facilities, connections and any information updates.

Additional meetings

It is also possible that UEFA will hold additional press conferences during the Event, which may be scheduled at short notice. The Applicant must be prepared to adapt accordingly and provide the Services for such additional press conferences.

In addition, UEFA is considering the provision of English-local language interpretation for the Security Meetings on MD-1 and the Organisational Meeting on matchday. The Security Meeting involves local police, fire and medical authorities, as well as the security personnel from UEFA, stadium and competing teams, and will take place in the press conference room at a time to be scheduled between the MD-1 press conferences. The Organisational Meeting takes place in the press conference room on matchday mornings with exact timings to be confirmed. This meeting focuses on the sporting preparation and delivery of the match.

Applicants are requested to specify costs for such additional meetings in the relevant Appendix.
Accreditation

The Applicants are informed and agree that UEFA will implement an accreditation system, with procedures and terms and conditions. Only accredited persons who abide by the accreditation system shall have access to the Site(s). Accreditation will be managed via the UEFA platform “FAME” (Football Administration and Management Environment) in accordance with timescales that will be communicated by UEFA at a later stage. Applicants undertake to comply and have all associated entities or persons (including but not limited to Applicant’s representatives, staff and providers) comply with this system, under their responsibility and at their own cost.
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 last three years (including the name and contact details at reference customer);

c. References of the contact person (main contact) of comparable performances of last three years;

d. Number of employees;

e. An organisational chart identifying the proposed structure for the project, together with brief resumes of the key personnel who shall be dedicated to the project, namely the key Site staff and specialised technical staff, following the requirements of UEFA EURO 2020™ and the recommendations of UEFA in relation to this Tender, and;

f. 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.
7. COST INFORMATION REQUIRED

Cost information must be provided by using the budget document contained at Appendix 4, clearly stating the following:

- Daily rate for Interpreters based on the following numbers and covering MD-1 and post-match press conferences:
  - 16 Interpreters for the Group Stage
  - 12 Interpreters for the Round of 16
  - 8 Interpreters for the Quarter-finals
  - 4 Interpreters for the Semi-Finals and Final
- Daily rate for any additional Interpreters as determined after the Final Draw, including details of any preferential rate
- Travel costs
- Accommodation costs
- Administration costs
- Any additional expenses that may be incurred through the provision of interpretation services for Security and Organisational Meetings
- Costs related to the provision of transcripts (if applicable)

All costs must be listed in Euros and exclude VAT.

Applicants will be expected to find the most cost-effective solution for travel and accommodation for the Interpreters.

Combined tender

Applicants who are able to provide technical equipment for interpretation services are referred to the separate ITT referenced above.

Any reduction of costs or streamlining of staffing and/or logistics that can be achieved through the combination of such services should be clearly identified by the Applicant in both Proposals.
8. SUBMISSION OF PROPOSALS

To submit its Proposal, each Applicant should provide its full and complete Proposal via email to Andrin Cooper at the details listed below. UEFA will not accept Proposals in any other form or by any other method.

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

Andrin Cooper  
Senior Media Services & Operations Manager, UEFA  
Andrin.cooper@uefa.ch  
+41 79 829 2781

Proposals must be received by no later than **31 March 2019.**

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

The Proposals will be evaluated in accordance with the following (non-exhaustive) criteria:

- Quality of the services offered;
- The acceptance of the Deal Principles contained at Section 10 of this ITT.
- Expertise of the Applicant company;
- 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;
- 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.

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.
9. 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:

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>DEAL PRINCIPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual parties</td>
<td>UEFA may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to any of the UEFA Subsidiaries or an LOS, 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 any UEFA Subsidiaries and/or an LOS, as applicable.</td>
</tr>
<tr>
<td>No exclusivity</td>
<td>The Services are non-exclusive and the Agreement does not attach any exclusive rights to the Successful Applicant to be UEFA’s sole provider of the Services or similar services. UEFA is at any time free to use other companies who provide identical or similar services to those of the Successful Applicant.</td>
</tr>
<tr>
<td>Liability &amp; Insurance</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>2. The Successful Applicant shall provide the Services at its own risk and maintain and replace all elements of the Services as necessary.</td>
</tr>
<tr>
<td></td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>a. any claim by any third party (including any Intrepreters, staff of the Successful Applicant, 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;</td>
</tr>
</tbody>
</table>
b. any breach or non-performance by the Successful Applicant (or the Interpreters or the Successful Applicant’s employees, agents and/or representatives) of any provision of the Agreement;

c. any negligent act or omission of the Successful Applicant whether or 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;

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

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.

<table>
<thead>
<tr>
<th>Applicable laws</th>
<th>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.</th>
</tr>
</thead>
</table>
| 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 employment, social, 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.

The Successful Applicant shall be responsible for complying with all social security, labour law, insurance, taxation and similar obligations in relation to all staff and the Interpreters used for the provision of the Services. For the avoidance of doubt, UEFA shall bear no liability whatsoever in this respect. |
| UEFA Policies and Procedures | The Successful Applicant shall, and shall procure that each Interpreter shall, comply with all UEFA policies and procedures for the Event including without limitation, accreditations, behavioural, confidentiality, communications, social media, use of information and communication systems, anti-harassment and bullying, dress code, appearance, safety, security and commercial restrictions at the Sites. |
| UEFA Health and Safety Guide | The Successful Applicant shall provide the Services in accordance with the terms contained in the UEFA Health and Safety Guide. |
### 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.

### Replacement of Interpreters
Upon UEFA’s request for any reason, the Successful Applicant shall promptly replace any Interpreter with a suitably qualified and skilled substitute to perform the Services.

### 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 Event without the prior written consent of UEFA both as to the making of that statement and its content.
### Invitation To Tender

<table>
<thead>
<tr>
<th>Section</th>
</tr>
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</table>
| **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 Event (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. |
| **Damage to Sites** |
| The Successful Applicant shall take all necessary precautions to avoid any damage to any surfaces, infrastructure, facilities or pre-existing material at any of the 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, subcontractors or suppliers. |
| **Intellectual Property** |
| The Successful Applicant shall expressly acknowledge and agree that:  
- any and all rights (including Intellectual Property and/or rights of commercial exploitation) relating to UEFA and/or the Event belong solely and exclusively to UEFA and the Successful Applicant agrees not to challenge UEFA’s ownership thereof; and  
- it shall not use trademarks or other Intellectual Property of or related to UEFA, the Event or any other UEFA’s events other than as permitted by UEFA strictly for the performance of the Services. |

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 the Event. 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:  
- 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  
- acknowledges and agrees that the benefit of all such rights will at all times accrue to and inure to the benefit of UEFA. |
| **Sustainability reporting** |
| 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 ITT at the link [http://www.unglobalcompact.org/AbouttheGC/TheTenPrinciples/index.html](http://www.unglobalcompact.org/AbouttheGC/TheTenPrinciples/index.html)) and enhance sustainable solutions when providing the Services. |
The Successful Applicant shall, if requested by UEFA, deliver data on the Services provided for the Competitions, including the date required for a complete report based upon the Global Reporting Initiatives (GRI) guidelines (www.globalreporting.org).

10. 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 re-submit 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.

19. UEFA may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to any of the UEFA Subsidiaries and/or an LOS. The Successful Applicant shall, in such cases, treat all references to UEFA contained in this ITT or any Agreement, to include the UEFA Subsidiaries and/or an LOS, as applicable.

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: 
Tax number: 
Address: 

referred to hereinafter as the “Company”, hereby expresses interest in participating in the Tender for providing language services for media for UEFA EURO 2020, 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;
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 language services for media for UEFA EURO 2020TM, and agree that the Company which I/we duly represent is bound by such terms and conditions.

Signature: __________________________________________________________

Name and Title: ________________________________ Date: ______________

Place: ________________________________ 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 – UEFA HEALTH & SAFETY GUIDE

Applicants are referred to the separate document entitled "Appendix 3 – UEFA Health and Safety Guide".

APPENDIX 4 – MATCH SCHEDULE

The provisional match schedule can be found here:

https://www.uefa.com/MultimediaFiles/Download/competitions/General/02/56/72/2560772_DOWNLOAD.pdf

The final schedule will be established only in April 2020, after the conclusion of the UEFA EURO 2020 play-off matches.
APPENDIX 5 – COST INFORMATION

The following chart lists the cost estimates that must be provided by the Applicant. Applicants may provide this information in an alternative format if they wish. Costs must be entered in Euros (€).

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<th>INTERPRETATION COSTS</th>
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<tbody>
<tr>
<td>daily fee per Interpreter</td>
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<td>total working days</td>
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<td><strong>total Interpretation costs</strong></td>
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<th>STANDBY COSTS</th>
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<td><strong>standby costs per Interpreter</strong></td>
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<tr>
<td>domestic travel costs</td>
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<td><strong>total travel expenses</strong></td>
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<tr>
<th>ACCOMODATION COSTS</th>
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<td>accommodation costs per Interpreter</td>
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<td><strong>total accommodation costs</strong></td>
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<td><strong>total administration costs</strong></td>
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<td>additional costs related to Organisational Meetings</td>
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<td><strong>total additional costs</strong></td>
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<th>TRANSCRIPTION COSTS</th>
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<td>MD-1 and post-match press conferences: English only</td>
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<tr>
<td>MD-1 and post-match press conferences: English and original language</td>
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</tr>
<tr>
<td>MD-1 and post-match press conferences: English, host country language and language(s) of competing teams</td>
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<tr>
<td><strong>TOTAL</strong></td>
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