Invitation to Tender
Pre-match Ceremony SFX conception, production and logistics
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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.
Invitation To Tender

1. GLOSSARY

Standard terms in this document will be as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<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>Consents</td>
<td>all consents, permissions, licences and/or authorisations required in connection with the provision of the Services and for the use of the SFX as part of the Pre-match Ceremonies (including any fire, health, safety, security and technical requirements or regulations in the respective country where the Sites are located).</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</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>submission of its Proposal and the Statement of Undertaking, confirms that it is capable of complying with.</td>
<td></td>
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<tr>
<td>Event/UEFA EURO 2020</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>
</tr>
<tr>
<td>Host Association(s)</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>ITT</td>
<td>means this Invitation to Tender document and all of its appendices.</td>
</tr>
<tr>
<td>Intellectual Property</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>LOS</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>Match(es)</td>
<td>means each and any football match which will be played at a Site as part of the Event.</td>
</tr>
<tr>
<td>Personnel</td>
<td>all officers, employees, volunteers and/or agents of the Successful Applicant and the officers, employees, volunteers and/or agents of sub contractors of the Successful Applicant and any other individuals engaged by the Successful Applicant or a sub-contractor in the performance of the Successful Applicant's obligations under this Agreement.</td>
</tr>
<tr>
<td>Pre-match Ceremony(ies)</td>
<td>means each ceremony (approximately 2 minutes 30 seconds long) prior to a Match which takes place after the teams have exited the tunnel and lined up on the pitch which is designed to present the teams.</td>
</tr>
<tr>
<td><strong>Proposition</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>
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<tr>
<td><strong>Services</strong></td>
<td>means the services to be provided by the Successful Applicant in accordance with the provisions of this ITT and more fully described in this ITT.</td>
</tr>
<tr>
<td><strong>SFX</strong></td>
<td>means the pyrotechnics or other special effects solution to be provided as part of the Services, including all equipment, hardware and materials used to implement such effect.</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 5 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</td>
</tr>
<tr>
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<td>Statement of Undertaking, confirms that it is capable of complying with the UEFA Health and Safety Guide.</td>
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<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>
</tr>
</tbody>
</table>
2. INTRODUCTION

UEFA is responsible to its member associations as the governing body of European football. It is the owner and organiser of the Men’s Senior European national team competition, the UEFA European Football Championship™.

UEFA EURO 2020 is being held across the continent for the first time in the competition’s 60-year history, with 12 host cities in all.

In relation to UEFA EURO 2020™, UEFA will require the organisation and implementation of official Pre-match Ceremonies.

The purpose of the Pre-match Ceremonies is to provide an outstanding and memorable spectacle of the highest possible standard.

UEFA wishes to select a provider to create a concept for, implement and produce SFX at the end of the Pre-match Ceremonies for each Match forming part of UEFA EURO 2020™ in each of the 12 host cities. UEFA wishes to select a single provider for the provision of all SFX.

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: Monday 25 March
- Applicants submit Proposals: Friday 5 April
- Provisional appointment of Successful Applicant(s): Tuesday 9 April
- Signing of Agreement: Friday 5 May

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 for the Services. The Services to be provided must cover the following areas:

- Conception, implementation and production of SFX for all Pre-match Ceremonies for each Match forming part of UEFA EURO 2020, which will take place in 12 countries, from 12 June to 12 July 2020;
- Provision of all Personnel necessary to operate and implement the SFX and provide the Services; and
- Transport and management of SFX, according to needs and given timings of UEFA as set out in Appendix 4.

Further details on UEFA’s requirements for the Services are described in Appendix 3.

All Applicants must submit one Proposal including the conception, implementation and production of the SFX, Personnel to operate the SFX and transport of the SFX. This Proposal should make a proposal regarding the total number of SFX, and the transport logistics, to ensure that the SFX are installed for use at each stadium prior to each Match.

Proposals which just include a part of the Services will not be considered.

5. KEY REQUIREMENTS

Deliverables

Each Proposal should be written in English.

The Applicant must provide as part of its Proposal:

- Conception and implementation of the SFX to enhance the Pre-match Ceremony, including:
  - Description of the SFX proposed;
  - Technical specs of the SFX. Please specify: quantity, dimensions, weight and application on field;
  - Description of how the logistics and shipping will be managed before and during the event; and
  - Details of the shipping company and/or any subcontractors which are planned to be used.
- An all-inclusive Budget must be presented, with a detailed breakdown of the following in relation to production costs:
  - Conception, implementation and production of SFX;
  - Production company and management fee (including provision of all Personnel necessary to operate the SFX); and
  - Transport cost, including taxes, custom clearance, ATA Carnet, and any need or clearances necessary for the provision of the Services.
The budget shall be set out inclusive of all VAT, if any, and must be presented in Euros.

**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 at Appendix 5.

6. **TECHNICAL REQUIREMENTS**

**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.

7. **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; 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.

8. SUBMISSION OF PROPOSALS

To submit its Proposal, each Applicant should send its full and complete Proposal via email to stephane.ehrhart@uefa.com and flavia.muratori@uefa.ch. 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: Stéphane EHRHART and Flavia MURATORI.

Proposals must be received by no later than Friday 5 April 2019 at 17.00 CET

UEFA may contact Applicants for further information and/or invite selected Applicants to make an online presentation.

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

- Use of failsafe solutions;
- Quality of the Services offered;
- Cost estimation and financial proposal;
- 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.

Execution of the agreement

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>
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<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>
</tbody>
</table>
| 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. any claim by any third party (including any Personnel, 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 and/or use of the SFX;  
     b. any breach or non-performance by the Successful Applicant 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 of the Consents;

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 use of the SFX;

f. any claim by any third party that the use of the SFX and/or Services infringes the Intellectual Property of any third party; and/or

g. 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>
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<tr>
<th>Applicable laws</th>
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<tbody>
<tr>
<td>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.</td>
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<tr>
<th>Consent, permits and licences</th>
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<tbody>
<tr>
<td>The Successful Applicant shall obtain and pay for any and all Consents and any inspections and/or tests required by any relevant authorities.</td>
</tr>
</tbody>
</table>

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 and installation and use of the SFX at the Sites.

Additionally, the Successful Applicant shall obtain and pay for any and all Consents required:

a. for the transmission (audio and audio-visual) throughout the world of the SFX as part of the Pre-match Ceremonies (live and delayed) by any and all means to include, without limitation, by all forms current and future of radio and/or television broadcast, distribution over and via the internet (to include, without limitation, by streaming and download) and by any and all forms of telephony; and

b. for the recording (audio and audio-visual) of the SFX as part of the Pre-match Ceremonies and the distribution and other exploitation of those recordings throughout the world in any and all media and by any and all means to include, without limitation, by those means
listed in §1 above and by any and all forms of physical carrier (such as by DVD).

| 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. |

| Subcontracting | The Successful Applicant shall be entitled to assign or sub-contract its rights or obligations under the Agreement only with UEFA’s prior written consent. The Successful Applicant shall, if requested by UEFA, take action (including, without limitation, legal action) against any assignee or sub-contractor to ensure their compliance with the Agreement or to remedy any failure in this respect. For the |
| Announcement & 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.

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. |
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<tbody>
<tr>
<td>Damage to Sites</td>
<td>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, sub-contractors or suppliers.</td>
</tr>
<tr>
<td>Damage to SFX</td>
<td>The Successful Applicant shall take all necessary precautions to avoid any damage to the SFX during the delivery, installation and the removal. The Successful Applicant shall be responsible for the repair of any damage caused as a result of delivery or removal of the Banners at a Site or elsewhere.</td>
</tr>
</tbody>
</table>
| 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.
Invitation To Tender

<table>
<thead>
<tr>
<th><strong>UEFA Health and Safety Guide</strong></th>
<th>The Successful Applicant shall provide the Services in accordance with the terms contained in the UEFA Health and Safety Guide.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sustainability reporting</strong></td>
<td>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 <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. 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 (<a href="http://www.globalreporting.org">www.globalreporting.org</a>).</td>
</tr>
<tr>
<td><strong>SFX</strong></td>
<td>The SFX proposed by the Applicant(s) must comply with all specifications set by UEFA including, but not limited to, the specifications in this Tender and in the Agreement. Applicants should only submit Proposals if they can provide the required SFX in accordance with such specifications. The Successful Applicant shall ensure that all SFX are of satisfactory quality and are fit for their purpose and are free from defects of design, material and workmanship and are maintained throughout the term of the Agreement in accordance with the manufacturers' technical specifications and recommended operational practices and procedures and best industry practice. All SFX shall remain at the sole risk and responsibility of the Successful Applicant during the provision of the Services and the Successful Applicant shall ensure that the SFX are adequately insured to reflect this risk and responsibility.</td>
</tr>
</tbody>
</table>

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: 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 Conception, Production and Logistics for SFX for Pre-match Ceremonies 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 the Services (as defined in the ITT), 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.
Invitation To Tender

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](http://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 – DETAILED SCOPE

Services covered by this ITT

Concept

UEFA has defined a preliminary concept for the Pre-matches Ceremonies. Below is a draft concept for the Pre-match Ceremonies, which will last about 2.30 min each and will present the teams.

Description

The pitch will be used for the players’ warm-up prior to the Pre-match Ceremony. The playing area will be enclosed by advertising boards, electrical and telecoms installations, with the adjacent areas occupied by technicians and photographers. For that reason, no materials can be left on the pitch or surrounding areas in preparation for the show. All materials and props may only be left in the designated “holding areas” at the tunnels or accesses into the pitch.

At the end of the Pre-match Ceremony, the pitch needs to be clear and clean of all SFX within 3 to 4 minutes. All items should be removed and there should be no “debris” remaining. For that reason, confetti and similar festive items are not suitable for the finale. The removal (and cleaning if necessary) must form part of the show and be subtracted from the global duration allowed.

The SFX will be used at the end of the Pre-match Ceremony and should include nice and impressive effects. The special effects should last around 10 seconds for every Pre-match Ceremony.

For the knock-out phase, please consider using different SFX (bigger or lasting slightly longer) to reflect the fact that these Matches are more visible and higher profile.
Invitation To Tender

Please describe SFX in the Proposal to avoid any conflict with the global plan.

Logistics
Please refer to Appendix 4 below to plan the logistics and the relative quote.
APPENDIX 4 – UEFA TIMETABLE AND MATCH SCHEDULE

European Qualifiers & UEFA EURO 2020 timetable

21-26 March, 7-8 & 10-11 June, 5-10 September, 10-15 October & 14-19 November 2019: European Qualifiers group stage (ten matchdays)

22 November 2019: European Qualifiers play-off draw

1 December 2019: UEFA EURO 2020 final tournament draw

26-31 March 2020: European Qualifiers play-offs

1 April 2020: Additional final tournament draw if required

12 June-12 July 2020 (provisional): UEFA EURO 2020 final tournament

Additional information on the tournament can be found in the following link: https://www.uefa.com/uefaeuro-2020/news/newsid=2502936.html

Match Schedule

![Match Schedule Diagram]