



FEASIBILITY STUDY REGARDING THE FIGHT AGAINST ON-FIELD
CORRUPTION IN EUROPEAN FOOTBALL

Invitation to express interest

1. Introduction

UEFA has a sporting, statutory and a moral responsibility both to protect the future of football and to safeguard the game's well-being from various negative influences that could, among other things, threaten football's integrity and stability. UEFA works diligently to protect football and preserve its essential values.

On-field corruption in European football ("Match-fixing") has become a danger to football's integrity, and UEFA is at the vanguard of the movement fighting this phenomenon through a number of initiatives designed to protect the integrity of European football. Since 2009, UEFA has established a full-time anti Match-fixing unit. UEFA, as football's European governing body continues to be fully committed to protecting the essence of football's spirit and is dedicated to combatting the scourge of Match-fixing.

The problem of Match-fixing has increased in recent years and, despite the excellent work done, the capacity of UEFA and other sports bodies to fight it has not grown in line with the threat. Sport leaders have repeatedly stated that sport itself does not have the means to effectively counter Match-fixing – only state authorities do – which must be done complementarily.

UEFA believes that there are various reasons why the current fight against Match-fixing needs to be strengthened. Therefore, UEFA announced after its Executive Committee in Ljubljana in September 2019 that it would commission research to analyse different possible future structures.

UEFA wishes to select one or several company(ies) for the provision of commissioning external research to be conducted with the objective to evaluate whether international cooperation between football bodies, state authorities, and other stakeholders can be better structured, resourced, and more independent in a more effective way.

The selected company(ies) will be responsible for conducting and producing a feasibility study for UEFA with respect to the fight against on-field corruption in European football ("Feasibility study") including the following key elements:

- Analysis and summary of the key problems currently facing European football in the area of Match-fixing;
- Conduct a thorough assessment, benchmarking, and extensive consultation process with stakeholders and experts; and
- Provide a detailed and comprehensive report on possible structures to address such challenges detailed therein.

For such purposes, UEFA intends to organise a tendering process ("Tender").

2. The Selection Process

The process for the selection of one or several company(ies) for the Feasibility study, as currently planned, is divided into two-phases:

- Phase 1 – Invitation to Express Interest: the initial, pre-Tender phase during which UEFA collects information regarding the candidate(s) based on which it evaluates eligibility of such candidate(s) to participate in Phase 2;

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- Phase 2 – The Tender: the tender for the selected candidate(s) and/or any other entities invited by UEFA, during which UEFA will evaluate proposals and subsequently select and appoint a qualified company(ies) for the Feasibility study.

Selected candidates in the Tender will receive the Invitation to Tender document ("ITT"), which will set forth all applicable terms and conditions for the Tender.

To give each candidate(s) an overview of the timing and further proceedings, UEFA has put into place the following tender process plan (which may be subject to change at any time, as deemed necessary by UEFA):

Deadline for candidates to express interest	28/10/2019
Selected candidate(s) receive the ITT	30/10/2019
Selected candidate(s) submit their proposals for the Tender	27/11/2019
Evaluation, clarification and selection of proposal(s)	December 2019
Candidate appointment	December 2019

3. Submissions of Expression of Interest

In order to be considered to participate in the Tender, interested candidate(s) shall respond to this Invitation to Express Interest by submitting the relevant information and documentation as set out below.

Candidate(s) shall submit to UEFA an official letter, on headed notepaper and in English (the "Letter") expressing their interest in participating in the Tender and requesting the ITT. The Letter shall include the following supporting information:

- full details of the return address and contact person for all matters in connection with this Invitation to Express Interest;
- all of the information/documents (in English only) required in Section 4 below entitled "Required Information and Documentation"; and
- "Statement of Undertaking" in the form provided in Appendix 1 to this Invitation to Express Interest, duly signed by an authorised representative from the interested candidate.

The Letter with all supporting information and documentation must be sent via electronic mail and/or in hardcopy by registered post to the following address by no later than 16h00 CET on 28/10/2019 to:

UEFA
Route de Genève 46
CH-1260 Nyon 2
Switzerland

Feasibility.Office@uefa.ch

For general queries, please send an email to Feasibility.Enquiries@uefa.ch

Incomplete submissions which do not include all of the above information and/or documentation may not be considered by UEFA.

Upon receipt of the Letter with all required supporting information and documentation, UEFA shall determine, at its sole discretion, if it requires further information/documentation or clarification from any or all of the candidate(s). In such cases, UEFA reserves the right to contact the relevant candidate accordingly and to request that they provide such additional information/documentation.

UEFA, at its sole discretion, will decide which candidate(s) are qualified to participate in the Tender and such qualified candidate(s) will receive the ITT. Unsuccessful candidate(s) will be informed accordingly and without recourse and UEFA shall not be obliged to give any reason for its selection or rejection.

4. Required Information and Documentation

Before selection of the candidate(s) that may participate in the Tender and receive the ITT, UEFA shall evaluate the eligibility of the candidate(s) based on the review of the following information and documentation (all documentation must be returned in English):

- description of proven experience in provision of services similar to the Feasibility study;
- examples and references of previous services similar to the Feasibility study managed by the candidate;
- evidence of sufficient resources and appropriate infrastructure to provide services described as the Feasibility study;
- relevant experience, expertise in the areas including but not limited to a mix of backgrounds such as law-enforcement, legal, economics, political, organisational, advisory, other.
- annual reports or key accounting figures from the last three years;
- proof of strong financial standing with up-to-date declarations from the inland revenue, national treasury department or other relevant governmental body;

- organisational chart with key personnel (must be English-speaking and adequately trained);
- group organisational chart including the shareholding structure and participations.

NOTE: During any part of the Tender, UEFA reserves the right to request additional information/documentation as deemed necessary, including but not limited to any guarantees.

5. Legal Provisions

1. This Invitation to Express Interest does not constitute an invitation to make offers or an invitation to participate in the Tender, nor does it constitute a contract or the basis of any contract which may be concluded upon conclusion of the Tender.
2. Information collected by UEFA through this Invitation to Express Interest will be used by UEFA solely for its analysis and will not be disclosed to the public.
3. UEFA reserves the right to reject any and all submissions of expression of interest, amend or supplement any rules set up herein and/or cancel part of or the entire selection process (and/or the Tender). If part of or the entire selection process is cancelled, it may be restarted at any time and any given interested candidate may or may not be invited to participate in the new selection process, at UEFA's absolute discretion and without recourse. UEFA shall not be obliged to give any reason in this regard.
4. UEFA has taken all reasonable care to ensure that any information provided by UEFA in relation to this Invitation to Express Interest, the Tender and/or the ITT is accurate in all material respects. However, any such information 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 responsibility for the accuracy or completeness of any such information. Nor shall they be liable for any missed opportunity, loss or damage suffered by any applicants in reliance on such information or any subsequent communication made by UEFA.
5. The candidate agrees that:
 - 5.1. it (and its representatives, officers, employees, agents and advisers) shall keep confidential the terms of this Invitation to Express Interest and any information relating to affairs or business of UEFA which comes into its possession in relation to this Invitation to Express Interest and/or the Tender;
 - 5.2. 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 subject to prior notification to UEFA);
 - 5.3. it shall only be entitled to use confidential information for the purpose of the Invitation to Express Interest and the Tender; and
 - 5.4. it shall not discuss the financial terms of the Tender with rival candidates.

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6. Each candidate is responsible for all costs, expenses and liabilities incurred in the preparation of its Letter, any responses to requests for further information by UEFA and any negotiation with UEFA following receipt by UEFA of its Letter (whether or not an invitation to participate in the ITT is issued). UEFA shall bear no liability whatsoever in this respect.
7. Each candidate is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to this Invitation to Express Interest, the Tender, UEFA, and/or any UEFA competition (whether it is invited to participate in the Tender or not) without the prior written consent of UEFA, which may be given or withheld in its absolute discretion.
8. UEFA shall not be liable to any interested candidate for any costs or losses arising in connection with the submission of information and documentation related to this Invitation to Express Interest.
9. If the Invitation to Express Interest is rejected, within five (5) days of receiving notification from UEFA of such rejection the unsuccessful candidate shall destroy this Invitation to Express Interest and any and all copies in its possession or control as well as any other materials and/or information provided to it by UEFA in connection with this Invitation to Express Interest or created by it in connection with it and shall no longer use any such materials or information (ether itself or to provide services to any third party).

Appendix 1:

Phase 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 the provision of Feasibility study for UEFA regarding the fight against on-field corruption in European football, 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, the Invitation to Express Interest ("ITEI") 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 representatives, officers, employees, agents and advisers) shall keep confidential the terms of this ITEI and any information relating to affairs or business of UEFA which comes into its possession in relation to this ITEI 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 subject to prior notification to UEFA) and it shall only be entitled to use confidential information for the purpose of the ITEI and the Tender.
4. all intellectual property and commercial rights in relation to UEFA, the ITEI and/or the Tender belong exclusively to UEFA;
5. it is capable of and shall comply with all legal provisions contained in the ITEI or otherwise agreed in writing with UEFA;
6. UEFA shall not be held responsible for any missed opportunities, 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 ITEI 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 re-organise 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 without regard any conflict of law principle. The exclusive place of jurisdiction shall be Nyon, Switzerland.

By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in the ITEI, 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) for the provision of Feasibility study for UEFA, 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:



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