



UEFA
EURO2024
GERMANY

PITCH QUALITY SUPPORT PROGRAMME

Request for Proposals



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1. GLOSSARY

In this RFP, the following words and expressions shall have the following meanings unless the context requires otherwise:

Agreement	means the long form agreement which shall be entered into between UEFA and the Successful Applicant to confirm and formalise the appointment of the Successful Applicant for the provision of Services, as provided by UEFA upon provisional selection.
Applicable Law(s)	means all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority in any relevant jurisdiction in the world.
Applicant	means any legal entity that submits a Proposal in response to this RFP.
Business Day	means any day which is not a Saturday, Sunday or a recognised public holiday in Nyon, Switzerland.
Commercial Partners	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.
Confidential Information	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 events or activities or to the identity, business and affairs of the National Associations, 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 Tender (whether before or after the date of this RFP) 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.
Deal Principle(s)	means the fundamental and non-negotiable provisions listed in Section 10 of this RFP which are anticipated to 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.
Equipment	means all Pitch Tool Kits, equipment, structures, constructions, installations, plant, machinery, hardware and materials used by the Successful Applicant and/or its Personnel, directly or indirectly and/or any person and third party engaged by the Successful Applicant, in the course of providing the Services.
EURO Venues	means each and any of the football stadiums where Matches of the Event will be staged.
EURO 2024 GmbH	means UEFA's subsidiary, the joint-venture established by UEFA and Deutscher Fußball-Bund e.V., with its registered office at Otto-Fleck-Schneise 6, 60528 Frankfurt a.M., Germany, acting as the local organising structure of the Event and tasked with certain organisational and administrative functions in relation to UEFA EURO 2024.
Fees	means the fees due and payable by UEFA to the Successful Applicant for the performance of the Services.
FIFA Quality Programme for Natural Playing Surfaces	means the FIFA standards to be issued early 2022 (as updated from time to time by FIFA) on the basis of which the Successful Applicant shall assess the quality of the pitches at the Venues of the Event and provide the Services, or any other document to be communicated from time to time by UEFA.
Force Majeure	means any event beyond the reasonable control of the affected party including, but not limited to (to the extent it is beyond the affected party's reasonable control) acts of God, acts of civil or military authority, national emergencies, pandemics, epidemics, fires, floods, catastrophes, wars, insurrections and riots but excluding any failure of the Equipment and any strikes or industrial disputes.
Intellectual Property	means rights in patents (including utility models), designs, copyright, moral rights, database rights, domain names, trade marks, trade names, rights to sue for passing off, goodwill, rights to use, and protect the confidentiality of, Confidential Information and other know-how and trade secrets and all other intellectual property (in each case whether registered or unregistered and including applications to register any of

	the foregoing) and all rights in the nature of any of the foregoing anywhere in the world.
Match(es)	means each and any football Match which will be played at a Venue as part of the Event.
Match Day/MD	means a specific Match Day of the Event.
Materials	means any and all printed, audio, visual and/or audio-visual materials (including reports and survey findings), artwork and/or data files including the same, that the Successful Applicant or its Personnel create, develop and/or use in the course of the provision of the Services exclusively for UEFA, except for any software or modifications thereto of the Successful Applicant's own software, and/or any materials which embody UEFA Rights.
Personnel	all officers, employees, representatives, volunteers, advisers and/or agents of the Successful Applicant and the officers, employees, representatives, volunteers, advisers and/or agents of subcontractors of the Successful Applicant and any other individuals engaged by the Successful Applicant or a subcontractor in the performance of the Successful Applicant's obligations under the Agreement.
Pitch Questionnaire	means the questionnaire per Venue to be issued by the Successful Applicant in accordance with the date set out in the project timeline (an initial version of which is contained at Appendix 2) in order to collect various information about the Venues and pitch quality and on the basis of which the Successful Applicant shall provide a risk assessment, as described in Section 5 of this RFP.
Pitch Report	means the report per Venue containing all the relevant pitch information which can be generated at any time from the Portal during the term of the Agreement.
Pitch Tool Kits	means the tool kits to be provided to the Venue Ground Teams and maintained by the Successful Applicant, containing the tools required to carry out an assessment of the playing characteristics of the pitch based on the FIFA Quality Programme for Natural Playing Surfaces ("reduced assessment"), as described in Section 5 of this RFP.
Portal	The secured online portal to be provided by the Successful Applicant and accessible by the Successful Applicant, UEFA and the Venue

	Ground Teams for the upload of photos, videos, comments and any other information relating to the pitches of the Venues, as described in Section 5 of this RFP.
Programme Kick-Off Workshop	means the programme workshop to take place in accordance with the dates set out in the project timeline, the content of which shall be prepared by the Successful Applicant and to which the Successful Applicant shall participate, as described in Section 5 of this RFP.
Project Manager	means a team leader with overall responsibility for the provision of the Services for the relevant program, responsibility for all those Personnel involved in providing the Services.
Proposal	means the binding offer and the documentation submitted by the Applicant in response to this RFP, in order to be considered in the Tender.
Rate Card	means the fixed prices set out in the Agreement for each type of Equipment, Material or component of the Services which shall be the basis for determining the Fees.
Request for Proposals	means this Request for Proposals document and all of its appendices.
Services	means the pitch quality support programme services to be provided by the Successful Applicant in accordance with the provisions of this RFP and the Agreement.
Site Visit	means any visit to a Venue to take place in accordance with the project timeline and/or as instructed by UEFA, the purpose of which is to survey and define the current pitch quality status and the impact of such status on the implementation of the Services, as described in Section 5 of this RFP.
Site Visit Fee	means the fixed fee payable by UEFA in respect of conducting an up to 3- day Site Visit, covering any costs related to such Site Visit (such as the travel and accommodation costs, any COVID-19 related costs, visas, meals, the preparation and delivery of a Pitch Report. In the event a Site Visit is extended above 3 days upon request from UEFA, UEFA will pay a fixed daily rate per additional day.
Site Visit Report	means a detailed pitch report to be uploaded by the Successful Applicant onto the Portal following a Site Visit for each Venue,

	containing measurements and photos of Venues, which may be updated during the term of the Agreement and which shall contain a pitch rating based on the FIFA Quality Programme for Natural Playing Surfaces.
Statement of Undertaking	means the Statement of Undertaking in the form provided in Appendix 1 of this RFP, which shall be signed by the duly authorised representative(s) of each Applicant and submitted with its Proposal.
Successful Applicant(s)	means each Applicant appointed by UEFA for the provision of all or part of Services pursuant to an Agreement to be executed between such Successful Applicants and UEFA.
Team Base Camps	means each and any of the training grounds where qualified Teams train during the Event.
Transfer Training Grounds	means the training grounds for teams within a host city, to be used as a replacement venue for the official MD-1 trainings and additional trainings.
Tender	means the tendering process for the Services, in accordance with and as set forth in this RFP.
UEFA	means the Union des Associations Européennes de Football whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland including, where relevant, any of its subsidiaries.
UEFA EURO 2024/ Event	means all events forming part of the final tournament of the UEFA European Football Championship™ 2024 that will be held in Germany from 14 June to 14 July 2024 or such other dates as specified by UEFA.
UEFA Events SA	means the wholly owned subsidiary of UEFA, which undertakes certain commercial functions and operations in relation to various UEFA competitions and events.
UEFA Health & Safety Guide	means the standards received from UEFA (as updated from time to time by UEFA) in respect of health and safety which must be adhered to by the Successful Applicant (and any subcontractors, if applicable) during the provision of the Services and which shall be deemed to 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.
UEFA Rights	means any and all rights (including Intellectual Property and/or rights of commercial exploitation) owned by UEFA (or its licensees) or relating to UEFA, the Event and/or any other UEFA competition.
UEFA Subsidiary/ies	means UEFA Events SA, EURO 2024 GmbH and any other entity formed or used by UEFA to assist in the organisation and/or administration of its events.
UEFA Supplier Code	means the standards received from UEFA (as updated from time to time by UEFA) in respect of human rights, labour, environment, anti-bribery/anti-corruption measures and fair competition/anti-trust, which must be adhered to by the Successful Applicant (and any subcontractors, if applicable) during the provision of Services and which shall be deemed to 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 it is capable of complying with UEFA Supplier Code.
UEFA Venue Team(s)	means the UEFA on-site staff responsible for the relevant Match.
Venue/Site	means each and any of the EURO Venues, Team Base Camps, Team Training Grounds or any other venues as communicated by UEFA, in respect of which the Services shall be provided.
Venue Ground Teams	means the designated groundkeepers and/or representatives per Venue with whom the Successful Applicant shall collaborate during the provision of the Services.
Venue Report	means the report per Venue to be issued by the Successful Applicant in advance of the Event (as from the exact date to be agreed between UEFA and the Successful Applicant in writing) and to be updated on a monthly basis, as described in Section 5 of this RFP.

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.

2. INTRODUCTION

This document is a Request for Proposals (RFP), and forms part of the Tender process administered by UEFA and outlines the information on the Services which need to be delivered.

As part of the organisation of the final tournament of the UEFA European Football championship to be staged in Germany in 2024, UEFA, together with its Subsidiaries, will manage tournament operations at the Venues and wishes to select a or several company(ies) responsible for the provision of pitch quality support programme services to ensure that the playing surfaces across the 10 Venues and the various Team Base Camps and Team Transfer Training Grounds meet the required standard for Europe's elite men's national team competitions ("Pitch Quality Support Programme Services"). Companies are invited to submit their Proposals for the delivery of the Pitch Quality Support Programme Services based on the mandatory minimum requirements outlined in the FIFA Quality Programme for Natural Playing Surfaces.

By submitting a Proposal, the Applicant confirms that it is able to comply with all the terms of the Deal Principles. Any subsequent request for amendment or derogation from the terms of the Deals Principles may result in the Applicant being excluded from the Tender.

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

3. SCHEDULE

The timeline anticipated by UEFA in relation to this RFP, the evaluation process and the selection and appointment of the Successful Applicants is as follows:

- | | |
|--|---------------------------------------|
| ➤ Applicants receive the RFP | 19 th November 2021 |
| ➤ Applicants submit their Proposals | 17 th December 2021 |
| ➤ Clarification of Proposals & selection of short-listed companies | 28 th January 2022 |
| ➤ Presentations to UEFA (optional) | week of 7 th February 2022 |
| ➤ Shortlisted Applicants submit their revised Proposals | 14 th February 2022 |
| ➤ Appointment of Successful Applicant, subject to Agreement | end of February 2022 |

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

4. Competition format and structure

At the time of issuance of this RFP, the exact format of the Event is not defined. For the purposes of this Tender, Applicants are invited to use the following parameters as guidance:

MAP

- 12 Transfer Training Grounds for which the Services shall be delivered
- 24 -team format as per UEFA EURO 2020
- 20 Team Base Camps for which the Services shall be delivered



5. SCOPE OF SERVICES

Based upon previous experiences of operating similar pitch quality support programmes, including those for the previous edition of the UEFA EURO in 2020, the Successful Applicant shall provide the following Services as part of the core programme delivery:

- Provision of twelve (12) **Pitch Tool Kits**: The Pitch Tool Kits shall contain all the required tools in order to carry out a full assessment of the pitch quality according to the FIFA Quality Programme for Natural Playing Surfaces “reduced assessment” i.e. without the Advanced Artificial athlete. These Pitch Tool Kits shall be handed over to the Venue Ground Teams, at the latest, on the day of the Programme Kick-Off Workshop, will be stored at the Venues for the duration of the Services and will be left with the Venue Grounds Teams as a legacy for their use post Event. Each Pitch Tool Kit shall consist of durable box or container that is as streamlined as possible for storage and transport purposes. The tools must represent the best practice in industry standard at the time of their distribution to the Venue Ground Teams and the Successful Applicant shall be responsible for

carrying out any required maintenance and calibrations of such tools, as required throughout the provision of Services.

- **Programme Kick Off Workshop:** The Successful Applicant shall create the content and programme for the Programme Kick-Off Workshop that will be delivered at a selected venue in Germany, in accordance with the dates set out in the project timeline. The Programme Kick-Off Workshop is planned to last 1.5 days and shall include a training programme for the use of the provided Pitch Tool Kits and upload of information onto the Portal. It shall also include a review of UEFA specific pitch requirements including but not limited to mowing patterns, Event Regulations – pitch watering, pitch perimeters, general maintenance and renovation training – disease prevention.
- **Pitch Questionnaire and Risk Assessment Process:** The Successful Applicant shall create a user friendly and easy to complete Pitch Questionnaire to be sent out to each Venue Ground Teams and shall, on this basis, create a risk assessment process. The risk assessment shall provide a detailed analysis for each Venue based on the construction, profile, staffing and equipment, usage and historical performance of the pitches and provide a risk rating for each of the pitches using the parameters of the FIFA Quality Programme for Natural Playing Surfaces to indicate the rating for each pitch. The main principle of this process shall be to identify any potential issues with a particular pitch as early ~~at earliest~~ as possible before the start of the Event.
- Provision of a **secured Portal** accessible by UEFA, the Company and the Venue Ground Teams for their own Venue only (individual private login credentials to be provided by the Successful Applicant). The purposes of the Portal shall be to maintain a detailed awareness of the pitch conditions across all Venues by displaying the pitch performance (during the provision of Services and highlighting any current issues, future risks and providing the risk rating. The Site Visit Report shall also be uploaded by the Successful Applicant onto the Portal.
For each Venue, the Portal shall allow the easy upload of photographs, videos and pitch data by the Company and the respective Venue Ground Teams and the insertion of comments and advice in short, medium and long term by the Company. The Portal shall allow for the extraction of all data and information on any day for any Venue to generate the Pitch Reports in pdf format.
- **Personnel:** The Successful Applicant shall provide sufficient Personnel to afford the appropriate level of Services and provide support to the Venue Team Grounds at the EURO Venues, Team Base Camps and Transfer Training Grounds. There shall be one project manager appointed by the Successful Applicant to oversee the overall provision of Services for the Event and enough pitch experts/consultants to cover the full catalogue of pitches in the build up to and also during the full duration of the Event.

- **Site Visits:** Site Visits shall take place in accordance with the project timeline (where possible, at the same time as UEFA working visit) and upon UEFA's request. Each Site Visit shall last 3-days minimum (including travel) during which the experts provided by the Company shall of carry out a full assessment based on the FIFA Quality Programme for Natural Playing Surfaces template (to be issued by FIFA) of all of the pitches of the Venues for which they have been appointed. Following each Site Visit and by no later than 3 days following the conclusion of a Site Visit, a report containing pictures, measurements and the results of the assessment ("**Site Visit Report**") shall be uploaded on the Portal and accessible to UEFA. However, any urgent matters discovered during any Site Visit shall be reported immediately to UEFA Football Operations via a direct phone call or email to the project responsible, (as communicated to the Successful Applicant by UEFA).
- **Venue Reports:** As part of the remote monitoring of the Venues, the Successful Applicant shall provide for each Venue a long-term Venue Report to be submitted to UEFA at the beginning of the project (exact date to be communicated by UEFA) which shall be updated once per month, following the monthly call between UEFA, the Successful Applicant and Venue Ground Teams (to be scheduled between UEFA, the Successful Applicant and the Venues Ground Teams). The Venue Report shall contain an overview of any matches or non-sporting events staged at a Venue, the latest weather conditions, and the feedback from the Venue Ground Teams provided during the monthly calls and shall include, as relevant, up to date photographs of the pitch as well as a pitch rating based on the Venue Ground Team's assessment using the FIFA Quality Programme for Natural Playing Surfaces.
- **Turf farm visit:** Upon UEFA's request, the Successful Applicant shall visit the turf farm selected by UEFA to assess the suitability of the turf, in case a pitch shall be replaced during the Event.
- **On-site presence:** The Applicants shall outline in their Proposals how they will provide onsite support for the duration of the Event in each of the Venues. Based on the Event format and calendar as well as in consideration of the fact that the number of experts provided by the Successful Applicant will decrease as the Event moves into the final knock-out stages, experts would cover the Venues in clusters, based on the travelling time between Venues. Applicants shall provide as part of their quotation a fixed daily rate for such aspect of the Services, inclusive of travel, accommodation and food and beverage costs.
- **Sustainability:** Increasingly important in every facet of life and Football must play its part in the drive for more sustainable pitch best practices. Applicants are invited to outline in their Proposal how the services they offer will seek to establish best practices in the delivery of high-quality pitches services including making maximum efficiency in travel arrangements as well as advising the Venues' staff on how to best utilise pitch products, water and electricity in the course of their maintenance works. These processes shall be monitored and, where possible, details should be recorded and reported throughout the Event as well as in the Event debrief.

The Services outlined above represent the minimum Services required for the successful delivery of the programme and Applicants are invited to expand upon any of the existing processes or indeed offer any additional services and explain why such services could enhance the successful implementation of the programme.

6. STANDARD KEY REQUIREMENTS

Project management team

Essential to a successful Event preparation and delivery, the project management team is responsible for the following:

- Under the supervision of at least one dedicated full-time project manager nominated by the Successful Applicant and acting as project lead, the project management team shall provide communication and reporting to UEFA. Close co-operation with UEFA and any third parties appointed by UEFA is required. At the same time, the Successful Applicant shall provide the Services in a manner which minimises the need for detailed supervision.
- Administrative and preparation work including but not limited to booking flights, hotel rooms, requesting accreditations, visas, liaising with UEFA Venue Teams and host clubs and/or associations regarding the specific logistics of any Site Visits.

In their Proposals, Applicants shall:

- Detail and cover all levels of staffing, providing an organigram that identifies the proposed structure of the project management team (including the project manager), together with a brief CV of key personnel;
- If key personnel are not engaged at the time of this Tender, state in their Proposals as to when these proposed personnel will be engaged. If these positions are not filled within the agreed timelines, UEFA reserves the right to reevaluate the agreed costs;
- Nominate English speaking key personnel for the delivery the Services and dealing directly with UEFA, as all correspondence will be in English; and

All costs associated to project management, including in relation to Personnel's costs, shall be included in the quotation to be provided by the Applicants. UEFA shall bear no additional costs in this respect.

Accreditation

The Applicants are informed and agree that UEFA will implement an accreditation system for the each Competition, 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, Personnel and providers) comply with this system, under their responsibility and at their own cost.

Insurance and Liability

Please see Section 10 of this RFP which contains the Deal Principles relating to insurance and liability. Applicants shall only submit Proposals if they are agreeable and capable of complying with these terms.

The insurance and liability terms are non-negotiable and UEFA will withdraw from any negotiations with an Applicant if, at any time during the Tender, it is indicated that such terms are challenged, modified or varied.

Legal services

All insurances, liabilities, licenses, permits, customs declarations necessary for the provision of Services for the Event, including in relation to any Equipment and Personnel, shall be obtained and provided by the Successful Applicant and be effective by no later than eight weeks before the start of the provision of Services for the Event.

UEFA Supplier Code: Good governance and sustainability

The Applicant shall give due consideration to the good governance and sustainability requirements set out in the UEFA Supplier Code. When preparing its Proposal, each Applicant shall describe in what ways it could employ good governance and enhance sustainability when providing the Services in accordance with the minimum requirements set out in the UEFA Supplier Code. UEFA encourages Applicants to propose, where appropriate, alternative options where such options allow for greater good governance and sustainability consideration.

7. APPLICANT INFORMATION REQUIRED

The Applicant is asked to provide the following information and documents as part of its Proposal:

- a. Company form and ownership;
- b. References of the Applicant of comparable performances in the 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; and
- e. Copies of its current professional indemnity and third-party indemnity insurance, and any other insurance policies which the Applicant 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; and
- f. Agreements with third parties, if any. Applicants shall identify in their Proposal which services, equipment or activities for which they intend to contract a third party. Details of any third party shall be made available to UEFA in the Proposal.

8. COST INFORMATION REQUIRED

*****ALL COSTS SUBMITTED IN A PROPOSAL MUST BE EXPRESSED IN EUROS (€) EXCLUDING VAT *****

As part of the submission of its Proposal, the Applicant shall provide their quotation to UEFA by filling out the excel document named "RFQ Response Table – pitch quality assessment EURO 2024"

UEFA require that the submitted Proposals and quotation outline the financial offerings for each component of the services in a rate card format, for example:

- Site Visits – unit cost for 3 days including travel, accommodation, F&B, € XXXX
- Pitch Questionnaire and risk assessment process: per unit and per venue - € XXXX
- Provision of 12 Pitch Tool Kits – unit price € XXXX
- Remote monitoring services, including Venue Reports 10 host cities – per calendar year € XXXX

**UEFA will provide assistance where possible to facilitate the movement of pitch experts across borders with provision of support letters explaining the role of the expert in the competition however the successful*

company will be responsible for the arrangements and costs of all COVID-19 testing requirements involved in border crossing or stadium entry procedures.

Successful 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 Personnel or to the Successful Applicant to provide the requested Services.

9. SUBMISSION OF PROPOSALS

To submit its Proposal, each Applicant should email its full and complete Proposal to lee.guerriero@uefa.ch (UEFA will not accept Proposals in any other form or by any other method), including:

- the documents listed at Section 7 above (named accordingly and easy to identify);
- complete quotation (Section 8);
- signed Statement of Undertaking; and
- Confirmation of adherence to UEFA Health and Safety Guide.

All Proposals must be submitted in English only.

Proposals must be received by no later than 3pm CET on 17 December 2021.

For any questions or further information regarding this Tender please write to lee.guerriero@uefa.ch

Validity

The Proposal submitted by an Applicant shall be valid and binding for the Applicant until the rejection of the Proposal by UEFA or the conclusion of the Agreement with the Successful Applicant (whereupon the terms of the Agreement shall supersede the Proposal and this RFP).

UEFA may contact Applicants for further information and/or invite selected Applicants to make a presentation via Microsoft Teams.

Evaluation

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

- Quality of the services offered;
- Acceptance of the Deal Principles contained at Section 10 of this RFP;
- Expertise of the Applicant;
- Competitiveness of the estimated costs (expressed in Euro (€), excluding VAT) for the provision of the Services;
- Financial standing of the Applicant and/or the ability of the Applicant to fulfil the contractual commitments;
- Submission by the Applicant of the Statement of Undertaking attached at Appendix 1 of this RFP;
- Proposals which comply and describe with good governance practices and compliance with the sustainability requirements set out in the UEFA Supplier Code; and
- Quality and intelligibility of the documentation submitted.

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.

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

Expertise of the Applicant company, in particular any previous experience in major international sporting events and/or working with UEFA.

Quality of the Services and project management offered.

Competitiveness of the estimated costs.

Financial standing of the Applicant and ability of the Applicant to fulfil the contractual commitments.

Compliance and commitment to the good governance and sustainability requirements set out in the UEFA Supplier Code and Proposals which reflect good governance and enhance sustainability.

Quality of the documentation received and all communication with UEFA.

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

10. LEGAL PROVISIONS

1. Nothing in this RFP, 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 RFP or otherwise.
2. UEFA does not undertake to accept any Proposal submitted in response to this RFP 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 RFP at any time or to issue an amended RFP 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 RFP 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 RFP is accurate in all material respects. This RFP 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 RFP; nor shall they be liable for any loss or damage suffered by any Applicants in reliance on this RFP 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 RFP and any information relating to affairs or business of UEFA which comes into its possession in relation to this RFP;
 - 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 RFP; and
 - d) it shall not discuss the financial terms of this RFP with any other Applicant.
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 the provisions set out in this Section 9.
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 UEFA 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(s) signing an Agreement. Such Agreement shall contain the detailed terms and conditions of such appointment and, inter alia, include the Deal Principles contained at Section 9 of this RFP. By submitting a Proposal, the Applicant confirms that it is able to comply with all Deal Principles. Any subsequent request for amendment or derogation from the terms of the Deal Principles may result in the Applicant being excluded from the Tender.
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 RFP 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 RFP, 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 RFP, 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 RFP 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 UEFA Subsidiaries. The Successful Applicant shall, in such cases, treat all references to UEFA contained in this RFP or any Agreement, to include any UEFA Subsidiaries.

20. This RFP 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.

11. DEAL PRINCIPLES

The following table highlights the fundamental and non-negotiable Deal Principles which UEFA requires the Successful Applicants to adhere to, and which will be included in the key terms of the Agreement to be entered between UEFA and the Successful Applicants. Applicants should only submit Proposals if they agree to the Deal Principles:

SUBJECT	DEAL PRINCIPLE
Additional services	<p>A strict procedure of variation will be implemented by UEFA, including the following principles:</p> <ul style="list-style-type: none"> • Detailed process of how a change is required and confirmed; • Applicable rates and timelines; • Identification of persons signing a change order; • Consequences on payment. <p>The Successful Applicant already expressly acknowledges that any and all costs and expenses incurred by it which have not been expressly authorised by UEFA in writing shall be the Successful Applicant's sole responsibility. UEFA shall be liable for additional costs or expenses only if approved by UEFA in advance in writing and subject to receipt by UEFA of satisfactory proof of such costs and expenses.</p>
Announcements & Publicity	<p>The Successful Applicant shall not make, and shall ensure that none of its employees, agents or representatives make, any public statements or announcements regarding the existence of or terms of the Agreement, its association with UEFA and/or the Event without the prior written consent of UEFA both as to the making of that statement and its content.</p> <p>The Successful Applicant acknowledges and agrees that neither it nor any of its affiliates shall have any right:</p> <ul style="list-style-type: none"> ▪ either to associate it or themselves with UEFA and/or the Event (including, without limitation, through the use of the Materials or any UEFA Rights); or <p>to use the Materials in any manner whatsoever (including, without limitation, for the purposes of marketing its or their products or services or entering into any design or other competition) without the prior written consent of UEFA.</p>

Applicable Laws	The Successful Applicant shall be responsible for compliance with any and all national and local applicable laws which relate to or may affect the provision of the Services and/or the Equipment.
Audit	<p>The Successful Applicant shall allow UEFA and any auditors of or other advisers to UEFA to access any of the Successful Applicant's premises. Personnel and relevant records (and those of its group companies and subcontractors) as may be reasonably required in order to:</p> <ul style="list-style-type: none"> • fulfil any legally enforceable request by any regulatory body; or • undertake verifications of the accuracy of the Fees or identify suspected fraud; or • undertake verification that the Services are being provided and all obligations of the Successful Applicant are being performed in accordance with this Agreement. <p>UEFA shall provide at least three (3) Business Days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.</p> <p>If an audit identifies that:</p> <ul style="list-style-type: none"> • the Successful Applicant has failed to perform its obligations under this Agreement, the Successful Applicant shall take the necessary steps to comply with its obligations at no additional cost to UEFA; • UEFA has overpaid any Fees, the Successful Applicant shall pay to UEFA the amount overpaid within thirty (30) days from the date of receipt of an invoice or notice to do so; and • UEFA has underpaid any Fees, UEFA shall pay to the Successful Applicant the amount of the under-payment within thirty (30) days from the date of receipt of an invoice for such amount.
Consents, permits and licences	<p>The Successful Applicant shall obtain and pay for any and all consents, permits and licenses required in connection with the provision of the Services (including any fire, health, safety, security and technical requirements or regulations in the respective country where the Sites are located) and any inspections and/or tests required by any relevant authorities. The Successful Applicant shall ensure all such consents, permits and licences are obtained and paid for prior to commencement of the Services and maintained throughout the term of the Agreement.</p> <p>The Successful Applicant shall arrange and be responsible for all customs clearance, shipping documentation import duties if applicable, ATA carnets,</p>

	customs licenses and/or any other clearances necessary for the provision of the Services.
Contractual Parties	UEFA may determine that certain rights and obligations in relation to the Services are granted, assigned or transferred to any UEFA Subsidiaries, including but not limited to the payment obligations and to be appointed as the contracting party. The Successful Applicant shall, in such cases, treat all references to UEFA contained in this RFP or the Agreement, to include any UEFA Subsidiaries.
Corporate Branding	The Successful Applicant shall remove all visible branding from all Equipment and the clothing or uniform of any persons providing the Services. The name of the Successful Applicant and any other commercial or manufacturers branding shall remain invisible or hidden.
Damage to Sites and Equipment	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 and/or UEFA property and/or Equipment 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 Personnel, subcontractors or suppliers. The Successful Applicant shall be responsible for the repair of any such damage (or at UEFA's option, for the costs of UEFA carrying out such repair).
Equipment	<p>The Equipment must comply with all specifications set by UEFA including, but not limited to, the specifications in the Tender and in the Agreement. Applicants should only submit Proposals if they can provide the required Equipment in accordance with such specifications. Equipment delivered to the Sites which do not meet the specifications required will not be accepted.</p> <p>The Successful Applicant shall ensure that all Equipment is of satisfactory quality, fit for purpose and free from defects of design, material and workmanship and is maintained throughout the Term in accordance with the manufacturers' technical specifications and recommended operational practices and procedures and best industry practice.</p>
Good governance and sustainability	The Successful Applicant shall perform the Services in accordance with the governance and sustainability requirements as specified in the UEFA Supplier Code and employ good governance and enhance sustainable solutions when providing the Services which reflect the minimum requirements set out in the UEFA Supplier Code.
Governing Law	The Agreement between UEFA and the Successful Applicant shall 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.
Insufficient Performance	<p>Without prejudice to UEFA's other rights and remedies under the Agreement and at law, if the Successful Applicant's performance in respect of a specific part of the Services is not (in UEFA's reasonable opinion) of the required high standard or otherwise not in accordance with the terms of the Agreement or if the Services do not meet the highest industry standards as required by UEFA, then:</p> <ul style="list-style-type: none"> • the Successful Applicant shall immediately remedy or replace any deficiencies and/or defects in the Services according to UEFA's instructions; • the Successful Applicant shall replace and deliver at its own cost any element of the Services according to UEFA's instructions; • UEFA shall be entitled, in its discretion, to reduce the fees, as well as the scope of the Services to exclude such specific part; and/or • UEFA shall be entitled, in its discretion and at no cost for UEFA Events SA, to step-in in the Agreement and perform, or manage the performance by a third party of, part or all of the Services. Handover and handback reports shall be signed by the parties at the time of step-in and step-out. The Successful Applicant shall be liable for any and all reasonable costs incurred by UEFA Events SA as a result of implementing its step-in rights. UEFA Events SA shall not be liable to pay any fees relating to the Services affected by UEFA Events SA exercising its step-in rights and the fees shall be reduced accordingly so as not to include those relating to such Services; and/or <p>UEFA shall be entitled, in its discretion, to terminate the Agreement.</p>
Intellectual Property	<p>The Successful Applicant acknowledges and agrees that:</p> <ul style="list-style-type: none"> • the UEFA Rights belong solely and exclusively to UEFA (or its licensees) and the Successful Applicant agrees not to challenge UEFA's (or its licensees') ownership thereof; and • it shall not use the UEFA Rights (or any marks, designs, artwork or other materials that include or are confusingly similar to any UEFA Rights) except as expressly provided under the Agreement. <p>The Successful Applicant shall not, by virtue of the Agreement or otherwise, obtain or claim any rights, title or interest in or to any of the UEFA Rights. If and to the extent that the Successful Applicant acquires any such right, title or interest, pursuant to the Agreement or otherwise, the Successful Applicant:</p>

	<ul style="list-style-type: none"> • hereby irrevocably assigns to UEFA with full title guarantee the whole legal and beneficial interest in any UEFA Rights it may hold from time to time (including by way of present assignment of future rights) throughout the world for the full period of such rights and all extensions and renewals thereof; and • acknowledges and agrees that the benefit of all UEFA Rights will at all times accrue to and inure to the benefit of UEFA. <p>All rights relating to the Materials shall become the sole and exclusive property of UEFA. In consideration for UEFA Events SA's agreement to pay the fees in respect of the Services:</p> <ul style="list-style-type: none"> • the Successful Applicant hereby irrevocably assigns to UEFA with full title guarantee the whole legal and beneficial interest (including any Intellectual Property) in the Materials and the physical matter constituting the Materials (including by way of present assignment of future rights) throughout the world for the full period of such rights and all extensions and renewals thereof; and • to the extent the Materials include any Intellectual Property owned, developed or acquired by the Successful Applicant (or its licensees) independently from the Services, the Successful Applicant grants, and shall procure the grant of, a non-exclusive, irrevocable, worldwide, royalty-free and perpetual licence (with the right to sub-license) to UEFA to use, modify and copy such Intellectual Property for the purpose of using and exploiting the Materials. <p>The Successful Applicant undertakes to perform all such acts and execute such further documentation (in the form provided by UEFA) concerning all or specific Materials (as determined by UEFA) designed as part of the Services, as is reasonably required in order to give full effect to this Clause, including the terms of the assignments and licenses set out in this Clause.</p> <p>Without limitation to the assignment of rights described above, UEFA may change or amend the title, adapt, edit, re-edit, add to or delete, dub, sub-title, cut, re-arrange and translate (if applicable) the Materials or any part thereof as it deems fit (including, for example and without limitation, for legal classification or censorship reasons, timing purposes and/or to render it suitable for particular markets or other similar requirements anywhere in the world).</p>
Liability & Insurance	The Successful Applicant shall obtain, secure and maintain for the duration of the term of the Agreement (and any reasonable subsequent period of time that the

	<p>Successful Applicant would be set at risk for being claimed for compensation in connection with the Agreement (“risk period”)) appropriate insurance coverage. Such insurance shall provide cover in broad form for all potential risks and/or liabilities covered in the attest / certificate handed over and confirmed by UEFA in connection with the Agreement and shall include, but not be limited to, comprehensive and adequate general third party liability insurance (including public liability and product liability) in terms of bodily injuries and/or property damages and professional indemnity insurance. The policies shall also cover all the Successful Applicant’s Personnel (and/or subcontractors related to the rendering of the Services) and their capacities respectively in their legal relationships in connection with the Agreement. The insurance policies shall be concluded with a reputable insurance company and in broad form up to sums insured of not less than EUR 3,000,000 for each and every claim and EUR 6,000,000 in the aggregate for general third party liability and EUR 2,000,000 for each and every claim and in the aggregate for professional indemnity insurance. The insurance policies shall cover – on a worldwide basis (without limitation on jurisdiction) – all potential risks and/or liabilities in terms of bodily injuries, property damages as well as (pure) financial losses. For the general third party liability insurance, UEFA and UEFA Events SA shall be named as additional insureds/co-insured parties. Furthermore, the policies shall be non-cancellable (due to other grounds than non-payment of premium) throughout the risk period as stated above. The Successful Applicant shall, if requested, supply UEFA with a copy of each relevant policies. The Successful Applicant shall ensure that its subcontractors (if any) shall also obtain and maintain such insurance coverage.</p> <p>The Successful Applicant shall provide the Services and all Equipment at its own risk and maintain and replace all elements of the Equipment and the Services as necessary. For the avoidance of doubt, UEFA shall not be liable to the Successful Applicant for any loss or damage to the Equipment which may occur whilst it is at a Site.</p> <p>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 for any reason in connection with:</p> <ul style="list-style-type: none"> • any breach or non-performance by the Successful Applicant (or the Successful Applicant’s personnel) of any provision of the Agreement; • any negligent act or omission of the Successful Applicant (or the Successful Applicant’s Personnel) whether or not such claim arises during or after the term of the Agreement;
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	<ul style="list-style-type: none"> any failure by the Successful Applicant to secure, pay for and maintain any consents in connection with the provision of the Services and/or use of the Equipment; 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 the use of the Equipment; and/or any failure by the Successful Applicant to provide the Services in the agreed and timely manner or perform the Services for any reason whatsoever. <p>Nothing in the Agreement shall exclude or limit the liability of any Party for death and/or personal injury resulting from the negligence of that Party or its directors, officers, employees, contractors or agents and/or gross negligence and /or fraud and/or fraudulent misrepresentation.</p>
Payment Terms	<p>The Successful Applicant shall be entitled to issues invoices for the Fees payable in respect of the Services in accordance with strict instalments set out in the Agreement (anticipated to be quarterly and in Euros).</p> <p>Final payments will be subject to (i) all milestones in the project timeline achieved on-time by Successful Applicant; (ii) and all damage to the Equipment and/or the Site(s) caused during the performance of the Services rectified to the reasonable satisfaction of UEFA.</p> <p>UEFA shall pay each such invoice no later than thirty (30) days from the invoice date.</p>
Pricing	<p>The list of prices per unit provided by the Successful Applicant as part of its Proposal and referred to as Rate Card in the Agreement shall represent the price for each element of the Services and shall be applicable in the event UEFA requests additional services to the Successful Applicant, in accordance with the term of the Agreement.</p> <p>For Services that are not included in the Rate Card, the Successful shall provide UEFA with a competitive and fair quotation in each case (in accordance with the terms of the Agreement). If the prices contained in the quotation are, in UEFA reasonable opinion, significantly increased from prices for similar or comparable items quoted in the Rate Card, or are not in line with general market rates for the same or similar services, UEFA shall be entitled to:</p> <ol style="list-style-type: none"> ask the Successful Applicant to re-quote for those Services in order to provide a more competitive quotation; and/or

	<p>b. terminate the Agreement upon written notice to the Successful Applicant.</p> <p>All costs shall be quoted and paid in EUROS (€) and there shall be no adjustment during the term of any appointment in the event of exchange rate fluctuations as between EUROS (€) and any other currency.</p>
Personnel	<p>The Successful Applicant shall, at its own cost, supply all necessary production, administrative, operational and other Personnel set out in the Agreement and the proposal submitted by the Successful Applicant to UEFA or otherwise as necessary to enable it to properly and fully perform its obligations under the Agreement.</p> <p>The Successful Applicant acknowledges and agrees that its Personnel are essential to the successful performance of the Services. The Successful Applicant undertakes to ensure that it allocates a team of dedicated Personnel to the performance of the Services and that the Personnel allocated:</p> <ul style="list-style-type: none"> a. have suitable skills and experience to enable them to perform the tasks assigned to them; b. are in sufficient number to enable the Successful Applicant to fulfil its obligations under the Agreement; and c. are not removed or replaced until the Services have been fully delivered to UEFA. Notwithstanding the foregoing, if any of the allocated Personnel becomes unavailable for any reason outside the Successful Applicant's control, the Successful Applicant shall have the right upon giving five (5) Business Days' notice in writing (or such shorter period of notice as may be reasonably practicable) to UEFA to replace such individual with another whose abilities and experience are closely similar to those of the replaced individual. <p>The Successful Applicant shall appoint a dedicated account manager of sufficient seniority to manage all Services on behalf of the Successful Applicant. Additionally, the Successful Applicant shall appoint sufficient Personnel dedicated to supporting the account manager in order to fulfil its obligations under this Agreement. All key Personnel must be English-speaking. The Successful Applicant shall notify UEFA immediately in the event of any change to its account manager or key Personnel (and shall replace such individual with another whose abilities and experience are closely similar to those of the replaced individual).</p> <p>At any time during the Term, UEFA shall be entitled to review the performance of the Services by the Successful Applicant's Personnel. If at any time, as a consequence of such review or otherwise, UEFA is not satisfied with the Personnel's</p>

	<p>performance of the Services, UEFA shall advise the Successful Applicant in writing of the nature of the problem and the Successful Applicant shall take such steps as may be reasonably required to remedy such problem including, where so requested by UEFA, replacing such Personnel with a suitable replacement full-time employee whose abilities and experience are closely similar to those of the replaced individual.</p> <p>The Successful Applicant shall be solely responsible for complying with all social security, labour law, insurance, immigration, work permit, taxation, benefits and similar obligations in relation to all Personnel used for the provision of the Services. For the avoidance of doubt, UEFA shall bear no responsibility whatsoever in this respect.</p>
Postponement and Change of Venues	<p>If the whole or part of the Event or the whole or part of any Match is postponed for any reason, including after it has commenced, then the Successful Applicant acknowledges and agrees that the Agreement shall remain in force and it shall provide the Services at the postponed Event or Match (as applicable) in accordance with the instructions of UEFA with no increase to the Fees and at the same prices as set out in the Price List and at no other additional cost to UEFA (unless otherwise agreed by the parties in writing in the form specified by UEFA).</p> <p>Without prejudice to any termination right in this Agreement, if for any reason the whole or part of the Event or the whole or part of any Match is moved to a venue(s) other than the Venues or otherwise confirmed by UEFA, including after it has commenced, then the Successful Applicant acknowledges and agrees that the Agreement shall remain in force and, upon UEFA's request, it shall provide the Services at the new location of the Event or Match (as applicable) in accordance with the instructions of UEFA. Any reasonable additional or decrease in the Fees resulting from such change of venue(s) shall be discussed by the parties in good faith provided that no increase or decrease in the Fees will be valid unless and until set out in an official written amendment to the Agreement signed by both parties, which may be exchanged via email.</p>
Service Failure	<p>The Successful Applicant acknowledges and agrees that any failure to supply or procure the supply of a Service in accordance with the terms of the Agreement and/or the project timeline will be considered as a Service Failure.</p>
Termination	<p>UEFA may terminate the Agreement or any part of the Agreement as it relates to any Service with immediate effect by written notice to the Successful Applicant if:</p> <ul style="list-style-type: none"> the Successful Applicant's performance of the Services is not (in UEFA's reasonable opinion) of the required standard;

	<ul style="list-style-type: none"> ▪ 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 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, 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. ▪ The Event is cancelled or postponed for any reason (including, but not limited to, due to Force Majeure); ▪ any Match due to be staged at a Venue are cancelled or postponed for any reason (including, but not limited to, due to Force Majeure); or ▪ there is a change in any of the host cities or Venues staging the Event. <p>UEFA Events SA may terminate part of the Agreement as it relates to any Impacted Service (as defined below) with immediate effect by written notice to the Successful Applicant if a Match or part of the Event is cancelled or postponed for any reason (including, but not limited to, due to Force Majeure) and a Service is impacted due to such cancellation or postponement (an "Impacted Service").</p> <p>On the termination or expiry of the whole or part of the Agreement (as applicable) for whatever reason, the Successful Applicant shall:</p> <ul style="list-style-type: none"> • in respect of termination only, within seven (7) Business Days from termination repay any advance payments already made by UEFA Events SA in connection with the terminated Service(s) (including, without limitation, any instalments of Fees already paid in connection with the terminated Service(s)) and for the avoidance of doubt UEFA shall not be required to pay any further Fees or be liable for any further payments in respect of such terminated Service(s); • within seven (7) Business Days from termination or expiry of the Agreement return or destroy (at UEFA's request) any and all Confidential Information, Materials or other items which have been provided to the Successful Applicant by UEFA; and • if requested by UEFA, provide all assistance reasonably required by UEFA to facilitate the smooth transition of the Services to UEFA or any replacement supplier appointed by it.
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	<p>The expiration or UEFA's termination of this Agreement (or any part thereof) shall be without prejudice to any other contractual or legal rights, remedies and/or claims that it may have against the Successful Applicant, and it shall not render UEFA liable for any costs or charges of whatsoever nature pursuant to the Agreement unless agreed in advance in writing by the parties.</p>
<p>UEFA Health and Safety Guide and UEFA Supplier Code</p>	<p>The Successful Applicant shall provide the Services in accordance with the terms contained in the UEFA Health and Safety Guide and the UEFA Supplier Code.</p>

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 Pitch Quality Support Services for UEFA EURO 2024 and undertakes that:

1. no information provided nor representations made to UEFA are false, inaccurate or misleading;
2. none of the Company's Personnel 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. the Company and its Personnel (and advisers) shall keep confidential the terms of this RFP and any information relating to affairs or business of UEFA which comes into its possession in relation to this RFP 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 RFP 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 RFP 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 RFP 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.

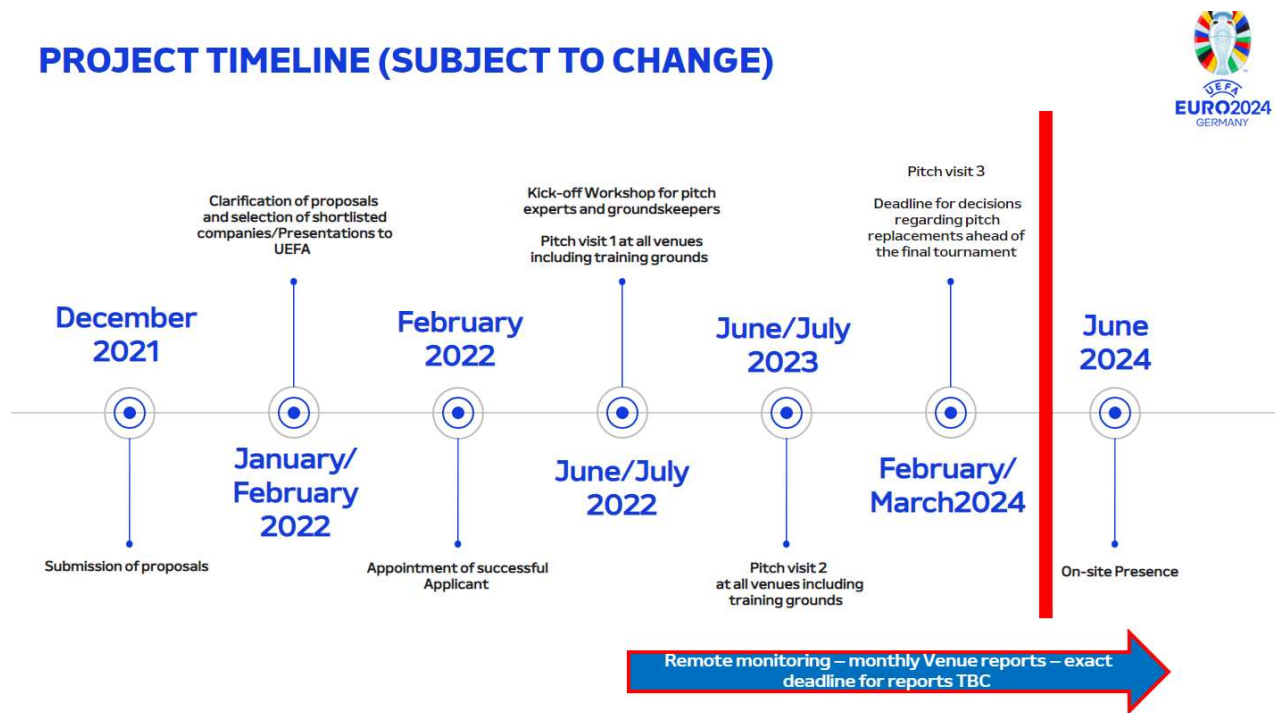
By submitting this Statement of Undertaking (where capitalised terms shall have the meaning as defined in the RFP, unless otherwise defined herein), I/we confirm that I/we have read and understood the foregoing terms and conditions issued by UEFA regarding the process for selection of a candidate(s) to provide Pitch Quality Support Services for UEFA EURO 2024 and agree that the Company which I/we duly represent is bound by such terms and conditions.

Signature: _____

Name and Title: _____ Date: _____

APPENDIX 2: ESTIMATED PROJECT TIMELINE

PROJECT TIMELINE (SUBJECT TO CHANGE)





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WE CARE ABOUT FOOTBALL