

Request for Proposal (RFP) Establishment and Operation of the FIFA Clearing House

Request for Proposal (RFP) for:

Fédération Internationale de Football Association (FIFA)

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FIFA[®]

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1. Introduction

1.1. FIFA

The Fédération Internationale de Football Association (hereinafter "**FIFA**"), is an association registered in the Commercial Register of the Canton Zurich, Switzerland. FIFA's headquarter is located in Zurich, Switzerland.

FIFA is the international governing body of association football, futsal and beach soccer, comprising 211 member associations grouped into six recognised confederations.

FIFA's activities extend far beyond its broad spectrum of international competitions, headed by the FIFA World Cup™. FIFA also provides material, financial and promotional resources for developing the game around the world, and offers underprivileged communities support. For more information on FIFA and its competitions, please visit the official website at www.FIFA.com.

1.2. Request for Proposal

With this Request for Proposal document (hereinafter referred to as the "**RFP**"), FIFA is opening a tender process, by which companies are invited to submit their proposals for the **Establishment and Operation of the FIFA Clearing House** (hereinafter the "**Proposal**").

2. Background

FIFA and its respective decision making bodies (the Players' Status Committee and the Dispute Resolution Chamber) are in charge of defining regulations and enforcing decisions in the area of international transfers of players.

One of the key aspects of this work is incentivising training clubs to train young players, which is achieved through the existing training rewards mechanisms (solidarity mechanism and training compensation; cf. art. 20 and 21 as well as Annexes 4, 5 and 6 of the Regulations on the Status and Transfer of Players; hereinafter the "**RSTP**").

2.1. Training rewards mechanisms

The goal of training rewards mechanisms is to distribute the money generated by international transfers of professional players and to distribute the financial benefit of forming professional players within the clubs that contributed to the training of these players. These training rewards mechanisms are currently defined in the RSTP, and comprise the **Solidarity Contribution** and the **Training Compensation** mechanisms.

The goal of training compensation is to compensate the costs of training and to distribute the financial benefits generated by a player becoming a professional or being transferred internationally as a professional between the clubs where a player has been trained. Training compensation shall be payable, as a general rule, for international transfers and first professional registration of a player up to the age of 23 for training incurred up to the age of 21.

The goal of solidarity contributions is to remunerate clubs involved in the training of a player, by means of amounts relative to the transfer fees paid in each international transfer of the player during his professional career. Solidarity contributions are paid to all clubs that participated in the training of a player between the ages of 12 and 23, for any international transfer of the player incurring transfer fees from the engaging club to the releasing club, totalling to 5% of the transfer fees.

Currently these two mechanisms are provided for in the RSTP and it is the responsibility of clubs engaging and registering professional players to calculate and accordingly pay to the training clubs the money due to them according to these mechanisms. FIFA provides an application manner within the Transfer Matching System (hereinafter the "**TMS**") for training clubs to claim these payments if they do not receive them from the engaging clubs (cf. Annexe 6 of the RSTP).

2.2. FIFA's Council decision of 26 October 2018

On 26 October 2018, the FIFA Council endorsed a group of recommendations in the context of the transfer system previously agreed by the FIFA Football Stakeholders Committee. These recommendations, agreed by FIFA and the representatives from clubs (ECA), leagues (the World Leagues Forum), players (FIFPro) as well as member associations and confederations, aim at increasing the transparency of the system, protect its integrity and reinforce solidarity mechanisms for training clubs.

The key points of the principles endorsed by the FIFA Council are the following:

- Creation of a “Clearing House” to process transfers with the aim of protecting the integrity of football and avoiding fraudulent conduct. This will ensure the good functioning of the system by centralising and simplifying the payments associated with transfers.
- Mandatory introduction of an electronic transfer system at national level following the model in place for international transfers as well as of a domestic electronic registration system.
- New and stronger regulations for agents to be established with agreement on the principle of introducing compensation and representation restrictions, payment of agents’ commissions through the Clearing House and licensing and registration of agents through the TMS. The development of these proposals also followed a lengthy consultation process with a representative group of agents.
- Development of the regulation of loans of players for the purpose of youth development as opposed to commercial exploitation. The number of loans per season and between each club shall be limited and bridge transfers and sub-loans shall be prohibited.
- Solidarity contributions to apply to domestic transfers with an “international dimension”.

2.3. Clearing House project and Electronic Player Passport

Following FIFA’s Council decision of 26 October 2018, the FIFA Administration has started working on the project of implementation of the FIFA Clearing House, with the goal to automate, in first term, distribution and payments of solidarity contributions and training compensation.

The Electronic Player Passport, a comprehensive player passport containing registration information of the player across member associations, was identified as a key pre-requisite for the calculation and automatic distribution of training rewards. The process to link electronic registration systems of all member associations to create this Electronic Player Passport was started in March 2019 with regulations coming into force in October 2019 (cf. FIFA circulars no. 1679 of 1 July 2019 and 1654 of 26 November 2018).

In the case of an international transfer or first registration of/as a professional player where solidarity contribution or training compensation is due, it is planned that FIFA will use the player’s Electronic Player Passport as well as the information available in TMS regarding the details of the player’s transfer or registration to calculate the payments and amounts required and will communicate these in the form of allocation statements to the FIFA Clearing House for their execution.

FIFA’s member associations will be able to review and validate the registration information in the player passport before the payments are calculated and executed. Any dispute with respect to the registration information will be addressed by FIFA.

2.4. Training Rewards Payments through the FIFA Clearing House

Training rewards money is due subject to the conditions of article 20 and 21 of the RSTP. The FIFA Clearing House will act as an intermediary in these payments, receiving the complete amount from the engaging club and distributing this money to the training club(s).

Figure 1 and the table below briefly describes the envisioned process of payment of training rewards through the FIFA Clearing House, in the context of article 20 and 21 of the RSTP:

Process step	Description	Party in charge
<p>Transfer agreement</p> <p>Player signs his first contract as professional</p>	<p>A transfer agreement to transfer a professional player between a releasing and an engaging club is entered and finalized in the FIFA TMS application.</p> <p>A player is registered for the first time as a professional.</p> <p>Subject to the conditions of article 20 and 21 of the RSTP.</p>	Clubs and Associations
<p>Preliminary Player Passport</p>	<p>All the registration information is retrieved from the member associations' registration systems and provided to FIFA to create the Preliminary Player Passport.</p> <p>This player passport is reviewed and validated, or disputed, by the relevant association(s), where the player was trained.</p>	FIFA Administration
<p>Allocation statement</p>	<p>Once this Preliminary Player Passport is validated, the payment instructions are communicated to the FIFA Clearing House, in the form of an allocation statement.</p> <p>This includes contact and banking information of the clubs and associations involved.</p>	FIFA Administration
<p>Invoicing</p>	<p>The FIFA Clearing House issues an invoice to the engaging club of the player according to the allocation statement.</p> <p>The FIFA Clearing House must ensure that the money paid by the engaging club is distributed to the training club(s) in compliance with national and international financial regulations, including applicable Anti-Money Laundering laws and checks for sanctioned countries.</p> <p>The FIFA Clearing House must perform follow-up and dunning processes in case of outstanding payments. Further enforcement steps will be performed by the FIFA Administration (see Control and enforcement step).</p>	FIFA Clearing House
<p>Debiting</p>	<p>The engaging club pays the amount as defined in the allocation statement for Training Compensation and Solidarity Contribution.</p>	Engaging Club

Crediting	<p>The FIFA Clearing House distributes the amount to the training club(s) according to the allocation statement.</p> <p>The FIFA Clearing House must confirm and validate the banking details of the involved club(s) and association(s) in order to perform these payments.</p>	FIFA Clearing House
Control and enforcement	<p>FIFA receives information about paid and outstanding payments from the FIFA Clearing House for further monitoring of the clubs' compliance with their obligations in respect to the regulations.</p> <p>FIFA will be in charge of imposing any sanctions in case of non-compliance.</p>	FIFA Administration

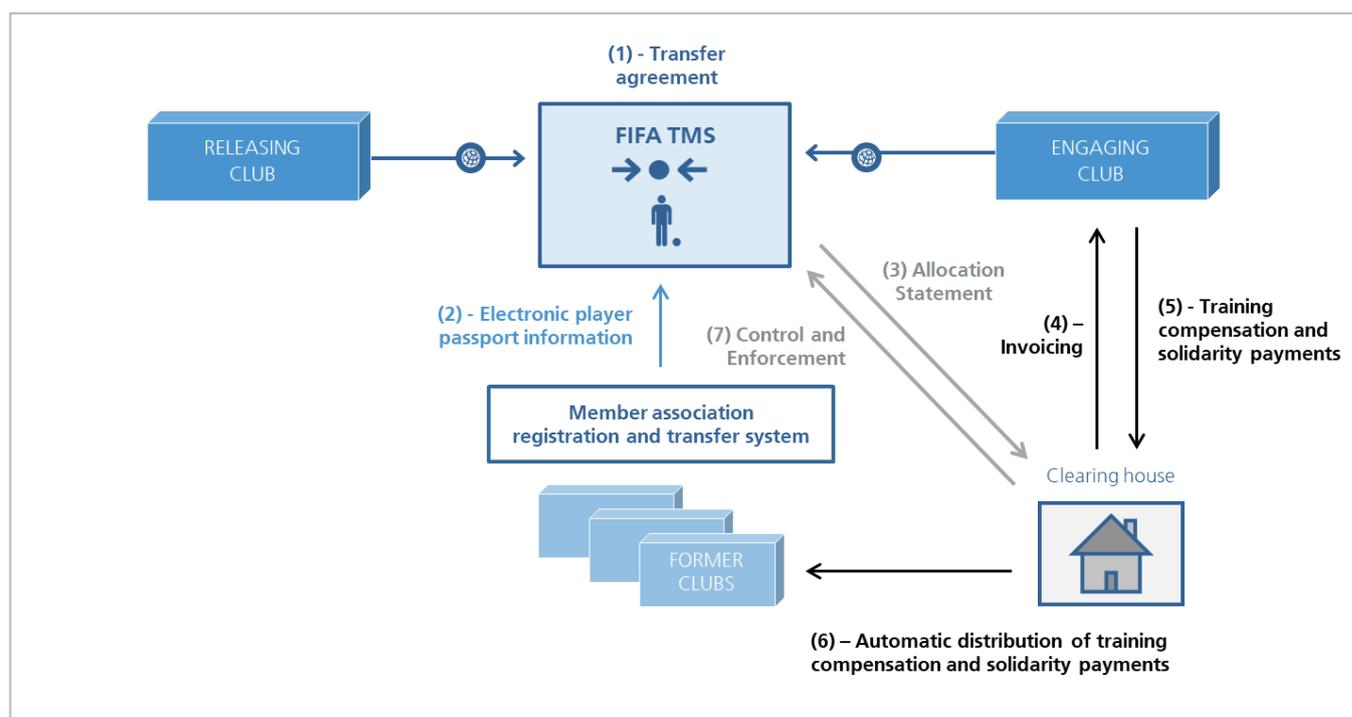


Figure 1: Payment process through FIFA Clearing House

3. Purpose

FIFA understands that the tasks involved in establishing and operating a Clearing House have legal, financial, accounting and operational requirements that are not part of FIFA's core business, and that existing companies and solutions in the market can manage these in an efficient manner, making use of synergies and know-how specific to this area.

Additionally, information systems and business processes to manage financial transactions and comply with financial and legal regulations are required to operate the FIFA Clearing House, which are not at the core of FIFA's business.

Specifically, FIFA is seeking support in:

- A. Establishing, i.e. founding and setting up, the FIFA Clearing House as a separate legal entity under the control and full ownership of FIFA, for the purposes of the execution of Clearing House tasks, initially, in relation to the payments of training rewards.
- B. Defining the required processes for compliance with legal and financial regulations according to the jurisdiction of the FIFA Clearing House.
- C. Managing the operation of the FIFA Clearing House, performing financial administration, accounting and compliance processes related to execution of Clearing House payments (managed services).
- D. Providing, operating and maintaining the required information systems to execute and manage payments and related processes, integrated with FIFA systems for exchange of payment information, and with banking systems for account information and payment services.

4. Project requirements

The scope of the project as requested in this document comprises the establishment and the operation of the FIFA Clearing House. It does not comprise the calculation of training rewards or the definition and execution of the dispute process of the player passport, which are processes that will be handled by a FIFA internal department within the FIFA Administration.

As stated before the scope of the project can be divided in the following four points:

- A. Establishing the FIFA Clearing House entity
- B. Defining the processes for compliance with regulations according to jurisdiction
- C. Managing the operation of the FIFA Clearing House (managed services).
- D. Providing, operating and maintaining the required information systems

4.1. Establishment of FIFA Clearing House Entity (A)

The FIFA Clearing House will be set up as a separate entity with oversight control of FIFA. FIFA will have the ultimate power to decide and run the operations of the FIFA Clearing House entity. FIFA is in all cases entitled to appoint all of the Board of directors' members and the members of the share capital. The separation is required for protection of assets of FIFA, as the FIFA Clearing House will control a significant amount of transactions and assets. The FIFA Clearing House shall not aim at gaining any profit from the assets and transactions controlled, and should keep financial interest gain at a minimum by reducing the accounting balance as possible.

By answering to this RFP the service provider will be required to comprehensively evaluate and recommend the jurisdiction where the entity could operate and the form of entity to best fulfil the requirements stated.

Specifically this evaluation should clarify:

- i. Form of entity and jurisdiction proposed
- ii. Feasibility and risks related to the proposed jurisdiction
- iii. Legal and financial requirements for operation of the FIFA Clearing House
- iv. Estimation of time and costs for the formal setup of the entity
- v. Required banking services, estimated costs and feasibility
- vi. Taxation aspects related to the proposed entity form and its jurisdiction

According to FIFA's decision on this RFP process and further clarifications in the process, as part of this project, the chosen service provider will be in charge of establishing the FIFA Clearing House entity.

The FIFA Clearing House will require access to banking services to manage the flow of payments and money. The relation and contract with the bank will be owned by the FIFA Clearing House and will be maintained and managed by the chosen service provider. The bank proposed by the service provider should have at minimum a credit rating of A (S&P / Fitch) or equivalent.

4.2. Compliance, Financial Administration and Accounting Processes (B)

Compliance and financial administration processes will be defined in collaboration between FIFA and the service provider, according to the FIFA regulation and regulatory requirements of the jurisdiction of the FIFA Clearing House. For the purposes of this RFP, bidders should estimate the effort to comply with the proposed jurisdiction's regulatory requirements, for checks of sanctioned countries in transactions and for checks of beneficiary ownership of the clubs paying and receiving money, in compliance with Anti-Money Laundering measures.

Examples of such regulation for central counterparties and financial institutions are:

- The *Financial Market Infrastructure Act* (FMIA or FinfraG) and the *Anti-Money Laundering Act* (AMLA or GwG) in Switzerland
- The *European Market Infrastructure Regulation* (EMIR) and *Anti-Money Laundering Directives* in the European Union

The service provider will be in charge of executing the defined processes in the operation of the FIFA Clearing House.

4.3. Operation of the FIFA Clearing House (C)

The FIFA Clearing House will receive an allocation statement from FIFA for each case (transfer or registration of a professional player) where training compensation or solidarity contribution is due. This allocation statement will be provided to the FIFA Clearing House through an automated, secure interface.

This allocation statement will include:

- Information about the player and transfer/registration
- Information about the payments (amounts, currency, etc.)
- Information about the payer (engaging club)
- Information about the payee(s) (training clubs, former clubs where the player was trained, or associations)

The FIFA Clearing House will have the responsibility to request and execute these payments according to the allocation statement. This includes issuing invoices to payers, performing checks on the banking information of clubs and associations to be paid, and performing follow-up and dunning processes on outstanding payments.

In order to execute payments, the FIFA Clearing House may in many cases be required to perform currency conversions. The execution of payments will be time sensitive and as such, the assets maintained by the FIFA Clearing House will be limited.

Currency conversions shall be executed directly by the FIFA Clearing House through its bank. Currency conversion fees and banking fees shall be borne by the FIFA Clearing House and thus be separated from the transaction fees charged by the service provider. Furthermore the banking fees will need to be included in transparent way in the FIFA Clearing House' accounting.

Additionally, the FIFA Clearing House will be in charge of performing all required checks for these payments, including but not limited to, checks for anti-money laundering and checks for sanctioned countries (cf. chapter 4.2).

The estimated volume in average per calendar year, as calculated for 2018, is:

- Solidarity Contribution
 - Number of players where Solidarity Contributions applies: 2'400
 - Amount of financial transactions per case of Solidarity Contribution in average, not including payment by engaging club: 3
 - Total amount transferred between clubs in cases of Solidarity Contribution: 350 million USD
- Training Compensation
 - Number of players where Training Compensation applies: 5'000

- Amount of financial transactions per case of Training Compensation in average, not including payment by engaging club: 1.7
- Total amount transferred between clubs in cases of Training Compensation: 40 million USD
- Countries and currencies involved in payments: around 120 countries, see annex 1 for currencies

The FIFA Clearing House will be subjected to an annual audit by FIFA or its partners, on top of the statutory financial audit. The FIFA Clearing House, being part of the FIFA consolidated financials, will be required to provide financial reports on a monthly basis to FIFA and based on International Financial Reporting Standards (IFRS).

Additionally the service provider shall report transparently on cost of operation and profit margins paid to the service provider of the FIFA Clearing House (“open book contract”).

4.4. Information Systems (D)

The project requested also comprises the development, purchasing, customization, hosting, operation, support and maintenance of any information system required to operate the FIFA Clearing House.

These systems must be integrated to FIFA information systems, in particular, the FIFA TMS application or other applications required to establish and to provide the allocation statement, in order to exchange information about allocation statements and payments in an automated and secure manner.

Ideally these systems will be integrated to banking platforms in order to efficiently execute and manage the financial transactions required for the FIFA Clearing House.

Regarding the accounting system of the FIFA Clearing House, FIFA would welcome the use of SAP, as currently used by FIFA, although providers can propose other solutions.

The FIFA Clearing House’s information systems must comply with the highest standards of security for exchange, storage and processing of data, as well as comply with standards of data availability and scalability for fault tolerance and scalable performance of the systems. They must furthermore comply with any applicable data protection laws, including in particular the Swiss Federal Act on Data Protection and the European General Data Protection Regulation (GDPR).

4.5. Project Timeline

Following milestones have been defined regarding the establishment and operation of the FIFA Clearing House:

- Establishment of the FIFA Clearing House entity: 01.07.2020
- Start of operation of the FIFA Clearing House: TBD

5. Proposal Requirements

The Proposal must be written in English, be clear and concise. Bidders should set out clearly the details of their plans, proposals and any relevant information with regard to the requirements set out in this solicitation document.

The Proposal should include, without limitation, at least the following information:

- A. Executive summary;
- B. Portfolio of previous work, credentials;
- C. Detailed proposal according to clause 4. of this document (*Project requirements*);
 - 1.) Including a detailed evaluation of the proposed entity form and jurisdiction
- D. If applicable, information on any collection or processing activities with regard to personal data and standards adhered to in this context;
- E. Expected team members to work on FIFA's account, and their respective experience;
- F. Transparent estimation of costs, broken-down into
 - 1.) Establishment of the FIFA Clearing House (one-time costs)
 - 2.) Operation of the FIFA Clearing House including staffing, information systems and any other related recurring costs, specifically
 - i. Direct transactional costs, please provide a breakdown including banking fees and currency conversion fees exposed separately
 - ii. Personnel expenses, including any staffing related costs (social security, training, etc.).
 - iii. Utilities, Infrastructure costs, such as rental, IT, etc. (please split into CAPEX and OPEX)
 - iv. Outsourcing costs (paid to service provider, see point I. below)
 - v. Travel and Accommodation expenses
 - vi. Office and other general expenses
 - vii. Depreciations
 - viii. Taxes and Duties
- G. Estimated travel days;
Bidders are required to state only the estimated travel days required to carry out the requirements of this project.
- H. Rate cards of employees
- I. Transparent service fee breakdown in a currency accepted by FIFA (USD, CHF, GBP, or EUR). Bidders should clearly indicate:
 - Which costs are fixed or variable,
 - Which fees are one-time or recurring,

- Expenses, Swiss and non-Swiss taxes, VAT/sales taxes and the like, customs, duties, levies, imposts and any other charges, if applicable,
- Total cost of products/services,
- Currency in which FIFA will be invoiced.

J. Territory where services will be provided.

6. Tender process schedule

Dates	Milestones
25.07.2019	Issue of RFP to the bidders
15.09.2019	Confirmation of intent to submit a proposal FIFA reserves the right to accept or reject bidders at this stage in order to manage the RFP process.
15.09.2019	Submission of questions
25.09.2019	Clarification of all questions from accepted bidders through FIFA. Please note that questions and corresponding answers will be anonymised and distributed to all bidders.
01.10.2019	Deadline for submission of proposals
21.10.2019	Presentations by shortlisted bidders
01.12.2019	Expected contract start date

Confirmations of intent should be submitted by email to FIFAClearingHouse@fifa.org. Confirmations of intent must specify the name of the company and description of services it provides, and the job title and name of the representative responsible for the tender process.

7. Project Contact

Attention of

Conrado Plano, Project Leader Clearing House

Copy to

Michael König, Procurement Category Manager

Email address

FIFAClearingHouse@fifa.org

8. Annex 1

Payments for Solidarity Contribution are normally executed in the currency of the transfer agreement. Payments for Training Compensation are normally executed in Euro or United States Dollars.

Currencies involved in international transfers with training rewards (solidarity contribution) in 2018, ordered by amount of transfers descending:

More than 1'000 transfers / instructions in 2018

- Euro
- United States Dollars

Around 100 transfers / instructions in 2018

- United Kingdom Pounds

Less than 20 transfers / instructions in 2018

- Sweden Kronor
- Norway Kroner
- South Africa Rand
- Denmark Kroner
- Australia Dollars
- Switzerland Francs
- Brazil Reais
- Communauté Financière Africaine Francs BCEAO
- Communauté Financière Africaine Francs BEAC
- Thailand Baht
- South Korea Won
- Russia Rubles

9. Legal Considerations

Definitions and Interpretation

9.1 In this RFP:

- (a) capitalised expressions have the meanings ascribed to them in this RFP unless the context otherwise requires;
- (b) any reference to a “person” or to an “entity” or to a “third party” or to an “organisation” includes any individual, company, body corporate, corporation (sole or aggregate), government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others; and
- (c) any reference to a “Section” is a reference to a section of this RFP.

Acceptance of Terms and Conditions

9.2 Each bidder irrevocably and unconditionally accepts and agrees that, by participating in this tender process (through any response to this RFP, the submission of the Proposal or otherwise), it agrees to be bound by the provisions and procedures, and the terms and conditions (including the outcome), of this RFP.

No grant of rights

9.3 This RFP is no more than an invitation to submit a Proposal. Nothing contained in this RFP, including all documents referred to herein and all related communications made by FIFA or its associates or their respective representatives, agents or employees (i) shall confer any rights to, create any legally binding agreement with, or constitute an offer that is capable of acceptance by, any entity or recipient of this RFP with regard to the provision of goods and/or services relating to the project defined in this RFP; and/or (ii) shall be taken as constituting any representation by FIFA that an appointment of the bidder or any third party will be made pursuant to this RFP or otherwise.

Accuracy of RFP

9.4 FIFA has taken all reasonable care to ensure that this RFP is accurate in all material respects at the time of publication. Notwithstanding the foregoing, all information contained herein is subject to amendment and/or variation by FIFA at any time and without any reason and/or prior notice being given to any bidder or any recipient of this RFP. In any case, each bidder and recipient of this RFP shall be responsible for verifying the accuracy of all information contained in this RFP and for making all necessary enquiries prior to the submission of its Proposal. Neither FIFA nor any of its associates nor any of their respective agents, employees or representatives will be liable for any claims, loss or damage suffered by any bidder or other recipient of this RFP as a result of reliance on any information contained herein, or otherwise.

Modification of the RFP

9.5 FIFA may, in its sole discretion and without any liability whatsoever to any bidder or any recipient of this RFP, amend, alter and/or modify any or all of the provisions of, and/or withdraw in its entirety, this RFP at any time and without any reason and/or prior notice being given to any bidder or any recipient of this RFP.

Proposals

9.6 Proposals in response to this RFP must be signed by a duly authorised person entitled to undertake all legal obligations relating to this RFP and the Proposal on behalf of the bidder.

- 9.7 Each bidder warrants, represents and undertakes to FIFA that:
- (a) all information contained in its Proposal will be complete and accurate in all respects and shall not be false or misleading; and
 - (b) if, following submission of its Proposal, there are any changes in such bidder's circumstances that may affect any of the information contained in the bid, the bidder shall promptly notify FIFA in writing setting out the relevant details in full.
 - (c) there exists not any conflict of interest between the bidder, its Proposal, FIFA and/or its staff. In case of potential conflict at the moment of the bid, the bidder shall disclose any such potential conflict in its Proposal. In case of potential conflict at a later stage, the bidder shall disclose such conflict promptly to FIFA in writing.
 - (d) the bidder will, during the tender process as well as when services will (in the event of a successful bid) be performed on behalf of FIFA, respect the principles of the FIFA Code of Conduct at all times and under all circumstances.

If FIFA considers that any bidder is, or may be, in breach of this Section 9.7, FIFA shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with such bidder and/or to reject its Proposal, in each case without any requirement to give such bidder any notice and without liability on the part of FIFA to such bidder.

- 9.8 FIFA reserves the right to request any bidder to amend the Proposal submitted in response to this RFP. Such amendments will form part of the tender process as outlined within the RFP and as such will not attract remuneration from FIFA.

Financial terms

- 9.9 Unless otherwise expressly stated in this RFP, the quotation to be provided as part of the Proposal is all inclusive and covers all Swiss and non-Swiss taxes, VAT/sales tax and the like, customs, duties, levies, imposts and any other charges. The successful service provider(s) will be responsible for reporting and paying any Swiss and non-Swiss taxes, VAT/sales tax and the like, customs, duties, levies, imposts and any other charges which become due on the consideration to be paid by FIFA, except for Swiss VAT and Swiss customs duty, if any, which shall be borne by FIFA.
- 9.10 The successful bidder shall indemnify, and keep fully and effectively indemnified, FIFA and its affiliates and officers from and against all obligations on FIFA in respect of all Swiss and non-Swiss taxes, VAT/sales tax and the like, customs, duties, levies, imposts and any other charges arising from, and/or in connection with, any provision of goods and/or services pursuant to the relevant Services Agreement and the discharge of any and all obligations imposed on the successful bidder by this RFP, except for Swiss VAT and Swiss customs duty, if any, which shall be borne by FIFA.

Insurance

- 9.11 The successful bidder will be required to maintain, at its own cost and through the term of the relevant Services Agreement, adequate general third party liability and professional indemnity insurance (as well as additional insurance obligations as reasonably requested by FIFA) to cover, regardless of the form of action, whether in contract, tort or otherwise, its potential liability and indemnity obligations thereunder, including (without limitation) for any damages caused to FIFA in connection with the provision of goods and/or services relating to the project defined in this RFP.

Tender Costs

- 9.12 Each bidder is solely responsible for all costs, expenses and liabilities incurred by the bidder in the preparation of its Proposal, any responses to requests for further information by FIFA and any negotiation with FIFA following receipt by FIFA of its Proposal (whether or not a Services Agreement is entered into with such bidder).
- 9.13 For the sake of clarity, the selected service provider(s) will not be reimbursed or otherwise remunerated by FIFA in relation to any costs, expenses and liabilities incurred by the bidder in the preparation of its Proposal or at any time during the tender process.

Ownership of Proposal

- 9.14 Once received by FIFA, each Proposal becomes the physical property of FIFA and FIFA shall not be obliged to return any Proposal. FIFA shall be entitled to unrestricted use, free of charge, of any commercial initiatives, creative materials, procedures, suggestions and/or recommendations contained in each Proposal or otherwise provided and/or disclosed by each bidder in discussions or correspondence with FIFA during the tender process (the "**Bid Information**"). Each bidder shall execute any documents or undertake other acts which may be required by FIFA for the purposes of giving FIFA the full benefit of this provision. Each bidder waives any right of action it may have against FIFA in relation to any use of the Bid Information.

Intellectual Property

- 9.15 Each bidder acknowledges, by itself and its staff that all rights to FIFA's intellectual property portfolio, including the RFP shall remain the sole and exclusive property of FIFA.
- 9.16 Any successful bidder(s) may be required, pursuant to the terms of its Services Agreement with FIFA, to assign to FIFA any and all intellectual property in any works created. Furthermore, bidders may be required by FIFA to assign to FIFA any and all intellectual property in any works created in connection with this tender process, as a pre-condition to its continued participation in it.

No obligations

- 9.17 FIFA shall be under no obligation to review or consider any Proposal submitted by a bidder, regardless of whether such Proposal is submitted to FIFA on time or in accordance with the procedures outlined in this RFP or not. FIFA shall, at its sole discretion, be entitled to withdraw from any discussions or negotiations with any bidder and/or reject the Proposal at any time, in each case without any requirement to give such bidder any explanations.
- 9.18 FIFA reserves the right to work with multiple service providers at the same time for the provision of goods and/or services relating to the project defined in this RFP.

Services Agreement

- 9.19 The appointment of the successful bidder(s) is subject to the successful bidder(s) and FIFA entering into an agreement setting out the terms on which the successful bidder(s) will provide the goods and/or services required relating to the project defined in this RFP ("**Services Agreement**").

Sustainability and Human Rights

- 9.20 Each bidder agrees to conduct all aspects of this RFP in compliance with the highest standards of business ethics then prevailing in the bidder's industry. In particular, the successful bidder(s) will be requested to comply with the relevant sustainability standards, including the ISO 26000 Standard on Social Responsibility, and meet its responsibility to respect, in all aspects of its activities relating to the project defined in this RFP, all internationally recognised human rights (including workers' rights) expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work. Where applicable, the successful bidder(s) will further comply with the WFSGI Code of Conduct – Guiding Principles of the World Federation of the Sporting Goods Industry then

in circulation. Under no circumstances may any bidder avail itself of child and/or slave labour directly or through subcontractors using child and/or slave labour. In the event that any bidder believes that the project defined in this RFP may entail any risk in relation to child and/or slave labour, such bidder must include all relevant information on the nature of that risk as well as on its prevention and mitigation measures in the Proposal. FIFA may, at its absolute discretion and at any time during the tender process, require any information on how the bidder implements its sustainability and human rights-related responsibilities as outlined in this Section 9.20.

Confidential Information

- 9.21 The full content of this RFP and associated supporting materials are confidential. Each bidder will keep confidential its participation in the tender process and the terms set out herein.
- 9.22 Each bidder must ensure that any person who receives a copy of this RFP is bound by this confidentiality obligation. FIFA may, in its absolute discretion, opt to require to sign a confidentiality agreement or undertaking, within a prescribed timeframe to be determined by FIFA, as a pre-condition to its continued participation in this tender process.
- 9.23 For the sake of clarity, any disclosure of the RFP to any third party will be strictly and solely at the discretion of FIFA.

No right of action and no liability

- 9.24 This RFP is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against FIFA and/or its associates or their respective agents, employees and/or representatives. In particular, all dates referenced herein are indicative only and FIFA expressly reserves the right to disregard and/or postpone any date herein without consulting and/or notifying any bidder and without incurring any liability whatsoever.
- 9.25 Each bidder expressly waives any right of action it may have against FIFA with regards to the tender process. There shall be no liability of FIFA of whatever nature in connection with this RFP, the Proposal and/or any information, communication or correspondence of FIFA in relation thereto to the fullest extent permitted by law.

Anti-Corruption

- 9.26 Giving and taking bribes can lead to criminal proceedings in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322octies and art. 322novies of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

Governing Law and Jurisdiction

- 9.27 This RFP and the procedures outlined herein shall be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. All disputes in connection with this RFP, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of one (1) arbitrator under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers Arbitration Institution. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.