

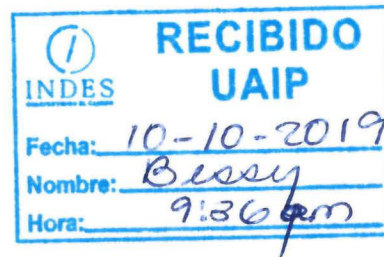


**AFILIADA A:**

- FIFA (Federación Internacional de Fútbol Asociación)
- CONCACAF (Confederación de Fútbol)
- UNCAF (Unión Centroamericana de Fútbol)

San Salvador, 09 de octubre de 2019

Licenciada  
**MARIA JOSÉ TAMACAS GUERRA**  
Oficial de Información INDES  
Presente.



Estimada Licenciada Tamacas:

Me refiero a su nota de fecha 07 del corriente mes y año por medio de la cual hace del conocimiento al Comité Ejecutivo de esta Federación que la Unidad de Acceso a la Información Pública del Instituto Nacional de los Deportes de El Salvador, INDES ha recibido un requerimiento de información de acuerdo a lo establecido en el Art.69 de la Ley de Acceso a la Información Pública, LAIP, relacionada en proporcionar lo siguiente:

***Se solicitan documentos, cartas y solicitudes que se enviaron a la Federación Internacional de Fútbol Asociado (FIFA) presentando la Declaración de Interés en la postulación para que El Salvador sea la sede del Mundial de Fútbol Playa 2021 como lo fue anunciado por el Presidente de la República, Nayib Bukele vía su cuenta de twitter el día 11 de septiembre de 2019. Se debe de incluir: la fecha en la que fue enviada la carta y/o solicitud. Firma de responsable o quienes enviaron la carta y/o solicitud.***

Sobre el particular muy respetuosamente, me permito expresarle lo siguiente:

- Reiterar que la Federación Salvadoreña de Fútbol, desde enero de 2018 renunció a la administración de los fondos públicos con fundamento en lo dispuesto en las Cláusulas Décima literal b) y Décima Segunda inciso primero parte final; tomó la decisión de **DECLARAR POR TERMINADO el CONVENIO DE COOPERACIÓN** celebrado entre ésta Federación e INDES, el 23 de febrero de 2018.
- Que no obstante lo expresado en el literal a) antes citado, siempre con el objeto de cooperar con la transparencia de la información, a la presente se adjunta copia certificada del formulario de **DECLARACION DE INTERES** conforme a lo requerido en el numeral 1 de la Circular No.1670 recibida el 09 de mayo del corriente año; suscrita por la Secretaria General de la Federación Internacional de Fútbol Asociado (FIFA) por medio de la cual se determina el proceso de presentación de candidaturas para la Copa Mundial de Beach Soccer de la FIFA 2021, el formulario en mención fue suscrito por **HUGO ATILIO CARRILLO CASTILLO**



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- CONCACAF (Confederación de Fútbol)
- UNCAF (Unión Centroamericana de Fútbol)

en su calidad de Presidente y por **LUIS ERNESTO PEREZ GUERRERO**, en su calidad de Secretario General; ambos de la Federación Salvadoreña de Fútbol y remitido a la FIFA vía correo electrónico el 27 de mayo de 2019.

- c) Con fecha 19 de junio del año en curso, se remitió a la FIFA el documento legal que contiene los **TERMINOS Y CONDICIONES DEL PROCESO DE LICITACION**, mismo que se celebra entre la Federación Internacional de Fútbol Asociado (FIFA) y la Federación Salvadoreña de Fútbol (Asociación Miembro), éste documento contiene los Acuerdos adquiridos entre las partes (FIFA-FESFUT); este mismo, fue suscrito por **HUGO ATILIO CARRILLO CASTILLO** en su calidad de Presidente y por **LUIS ERNESTO PEREZ GUERRERO**, en su calidad de Secretario General; ambos de la Federación Salvadoreña de Fútbol, como Asociación Miembro; cabe mencionar que el documento legal, en mención, se encuentra en su totalidad en el idioma inglés, tal como lo requiere FIFA.

Con mucho respeto hago la acotación que esta información oportunamente se remitió a esa Unidad de Acceso a la Información Pública el 19 de septiembre del corriente año; en esta ocasión, la diferencia se establece, que el solicitante, ahora su petición la realiza de forma plural; partiendo de esta premisa; con propiedad se reitera que los documentos que se hacen entrega como fuente de información; son las UNICAS, no hay más cartas o solicitudes suscritas por otras personas, si no fueren, el Licenciado Hugo Atilio Carrillo Castillo y Luis Ernesto Pérez Guerrero.

Oportuna es la ocasión reiterar las muestras de consideración y estima.

**LUIS ERNESTO PÉREZ GUERRERO**  
Secretario General





## A LA ATENCIÓN DE LAS FEDERACIONES MIEMBRO DE LA FIFA

Circular n.º 1670

Zúrich, 09 de mayo del 2019

SG/nij/nro-npi

### **Proceso de presentación de candidaturas para la Copa Mundial de Beach Soccer de la FIFA 2021**

Señoras y señores:

La FIFA tiene el placer de informarles sobre la apertura del proceso de presentación de candidaturas para la competición mencionada. Invitamos a todas las federaciones miembro a presentar sus candidaturas, cumplimentando y enviando la declaración de interés adjunta.

Tengan en cuenta que dicho documento no obliga formalmente a las federaciones miembro a presentarse como candidatas para el torneo, sino que más bien sirve para que la FIFA disponga de una primera selección de las federaciones interesadas. Una vez que hayan enviado el formulario, las federaciones miembro interesadas recibirán el conjunto de documentos de candidatura y organización y podrán entonces confirmar su interés en presentarse como candidatas para el torneo citado, confirmación esta última que sí será vinculante.

#### **1. Formulario de declaración de interés**

Si desean manifestar su interés en organizar esta competición, les rogamos completen, firmen y envíen a la FIFA la declaración de interés adjunta hasta **el 05 de junio de 2019 a las 17 h CET.**

Pueden enviar el formulario cumplimentado a la FIFA a la siguiente dirección de **correo electrónico** a la atención del equipo responsable de las candidaturas: **CONFIDENCIAL**.

#### **2. Proceso de presentación de candidaturas**

Adjunto a la presente circular encontrarán un documento redactado por la administración de la FIFA, el cual ofrece un resumen del proceso de presentación de candidaturas para esta competición, incluidos algunos de los requisitos de organización más importantes. Su finalidad es garantizar que las federaciones miembro interesadas en presentar sus candidaturas para la Copa Mundial de Beach Soccer de la FIFA 2021:

- sepan si cumplen los requisitos para participar en el proceso;

- conozcan algunos de los principales requisitos infraestructurales necesarios para albergar la competición, con el fin de que evalúen la viabilidad de su candidatura;
- entiendan lo que implican los preparativos para albergar la competición.

### **3. Calendario del proceso de presentación de candidaturas**

Este es el calendario que se seguirá durante el proceso<sup>1</sup>:

<b>Fecha</b>	<b>Actividad</b>
05 de junio de 2019	Vence el plazo para que las federaciones miembro declaren su interés en albergar el torneo; deberán enviar a la FIFA la declaración de interés cumplimentada y firmada
07 de junio de 2019	La FIFA enviará los documentos de candidatura y organización a aquellas federaciones que hayan manifestado su interés
01 de julio de 2019	Vence el plazo para que las federaciones miembro confirmen definitivamente su interés en ser candidatas; para ello, deberán enviar las condiciones generales firmadas.
30 de agosto de 2019	Vence el plazo para que las federaciones miembro presenten sus candidaturas definitivas, incluidos todos los documentos firmados relativos a la candidatura y la organización (el contrato de la federación organizadora, el contrato de la ciudad anfitriona, las garantías gubernamentales, etc.)
4.º trimestre de 2019	Designación anticipada del anfitrión por parte del Consejo de la FIFA

<sup>1</sup> El presente calendario podrá ser modificado si la FIFA lo considera oportuno.



#### 4. Siguientes etapas

La FIFA enviará a las federaciones miembro que se hayan mostrado interesadas las condiciones generales junto con el resto de documentos de candidatura y organización. En ellos se explicará en detalle cuáles son los requisitos que deberán reunir las candidaturas de las federaciones, así como los requisitos exigidos para organizar la competición.

Aclaramos que toda la documentación proporcionada por la FIFA sobre el proceso de presentación de candidaturas estará redactada en inglés. La FIFA no facilitará la traducción de estos documentos a ningún otro idioma y no aceptará la documentación que se le envíe en otro idioma que no sea inglés.

Si desean aclarar alguna duda o requieren información para cumplimentar el formulario, no duden en ponerse en contacto con nosotros por correo electrónico **CONFIDENCIAL**. El equipo responsable de las candidaturas se encuentra a su disposición.

Atentamente,

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



Fatma Samoura  
Secretaría general

Adj.: Formulario de declaración de interés  
Copa Mundial de Beach Soccer de la FIFA 2021: resumen del proceso de presentación de candidaturas

c. c.: Consejo de la FIFA  
Comisión Organizadora de Competiciones de la FIFA



## DECLARACIÓN DE INTERÉS

relativa a la organización de la fase final de la

### **Copa Mundial de Beach Soccer de la FIFA 2021**

Al cumplimentar y firmar la presente declaración de interés y al hacerla llegar a la FIFA, confirmamos que

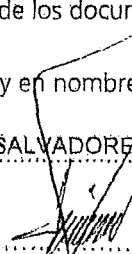
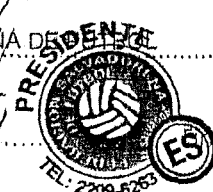
FEDERACIÓN SALVADOREÑA DE FÚTBOL ..... *[Nombre de la federación miembro]*

manifiesta su interés en participar en el proceso de presentación de candidaturas para albergar y organizar la fase final de la Copa Mundial de Beach Soccer de la FIFA 2021, por lo que solicita a la FIFA el envío de los documentos de candidatura y organización.

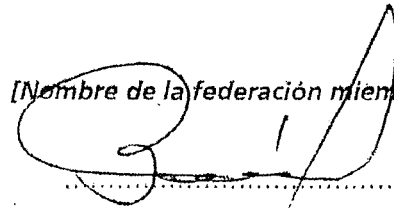
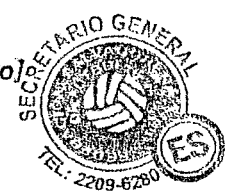
Autorizado por y en nombre de la:

FEDERACIÓN SALVADOREÑA DE FÚTBOL ..... *[Nombre de la federación miembro]*

Firma:

Firma:

Nombre: HUGO ATILIO CARRILLO CASTILLO

Nombre:

LUIS ERNESTO PÉREZ GUERRERO

Cargo: PRESIDENTE

Cargo:

SECRETARIO GENERAL

Fecha: 27/05/2019

Fecha:

27/05/2019





**TERMS AND CONDITIONS**  
**OF THE BIDDING PROCESS**

between

**Fédération Internationale de  
Football Association (FIFA)**  
FIFA-Strasse 20  
8044 Zürich  
Switzerland

(**"FIFA"**)

and

**Federación Salvadoreña de Fútbol**  
Avenida José Matías Delgado  
Frente al Centro Español  
1029 San Salvador  
El Salvador

(the **"Association"**)

regarding the bidding and selection process for the right to host and stage the following FIFA competition:

**FIFA Beach Soccer World Cup 2021**

(referred to herein as the **"Competition"**)

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**WHEREAS:**

- A FIFA is the world governing body for the sport of association football, which it promotes on a worldwide basis through its development programmes, as well as by organising, supervising and promoting international association football and beach soccer competitions;
- B FIFA is the creator of all football tournaments organised by, or under the auspices of, FIFA, including the Competition, and has ultimate authority over the manner in which all FIFA competitions are staged and organised;
- C FIFA has invited all its Member Associations to bid for the right to host and stage the Competition in their respective territories; and
- D The Association has submitted its formal "declaration of interest" reflecting its desire to participate in the bidding and selection process for the Competition.

Now, THEREFORE, the parties hereby agree as follows:

**1 PURPOSE**

The purpose of these Terms and Conditions of the Bidding Process (hereafter the "**Bidding T&C**") is to help those Member Associations who have already expressed an interest in hosting and staging the Competition to understand:

- (i) how the bidding process functions and the criteria which will be used by FIFA to evaluate the bids; and
- (ii) the terms and conditions of the bidding and selection process.

In summary, it is FIFA's intention that these Bidding T&C will help interested Member Associations to determine whether they wish to continue to participate in the bidding and selection process.

Please note that these Bidding T&C constitute a binding agreement between FIFA and the Association.

**2 THE BIDDING PROCESS**

To ensure that the bidding and selection process is as transparent and fair as possible, FIFA has established the process which is set out in these Bidding T&C. These Bidding T&C also define the important milestones in the bidding and selection process, which include:

- (i) The submission of these Bidding T&C;
- (ii) The submission of bids, including the Bid;
- (iii) The evaluation of bids, including the Bid; and
- (iv) The selection of the Host Association.

**2.1 Delivery of the Bidding T&C**

In order to confirm a continuing interest in hosting and staging the Competition, and in order to remain a candidate for selection, the Association must deliver to FIFA, by **17:00 CET (Central European Time) on 1 July 2019**, two (2) signed originals of these Bidding T&C. The two (2)

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originals of these Bidding T&C shall be initialed by the Association on every page. The Bidding T&C must be submitted to FIFA by courier or by registered delivery, and must be delivered to the attention of the FIFA Chief Tournaments & Events Officer at the following address:

CONFIDENTIAL  
CONFIDENTIAL  
CONFIDENTIAL

## 2.2 Delivery of Bids

2.2.1 **Bid Book:** The Association agrees to submit a Bid Book, which is the formal document which supports the Bid and identifies all relevant aspects of the Association's suitability to host and stage the Competition. Once received by FIFA, each part of the Bid Book and the related documents becomes the property of FIFA and FIFA shall not be obliged to return the Bid Book. Once submitted to FIFA, the Bid Book (including the Hosting Agreement also duly signed by the Association) will constitute a binding and irrevocable offer to FIFA by the Association and the Association acknowledges and agrees that the representations, warranties, assurances and commitments set forth in the Bid Book shall be deemed to be incorporated into the Hosting Agreement and are binding obligations of the Association.

2.2.2 **Content and Format of the Bid Book:** The Association is encouraged to create a highly individualised Bid, with a strong emphasis on unique local characteristics. The Bid Book must showcase the unique strengths and merits of the Bid and set out in detail key information concerning the Country.

In particular, the Bid Book must be in English and be structured and contain the information required by FIFA as set out below.

Structure of Bid Book	
<b>PART 1 - Welcome Letters</b>	
	<ul style="list-style-type: none"><li>• Welcome letter by the president of the Association including a brief statement on the vision for and objectives of hosting the Competition and showcasing the unique strengths and merits of the Bid;</li><li>• Welcome letters by other government ministers (optional, as appropriate).</li></ul>
<b>PART 2 - Hosting Strategy and Vision, Human and Labour Rights</b>	
	<ul style="list-style-type: none"><li>• The Bid Book shall include the description of the Association's hosting strategy and vision for the Competition, including the Association showing the ability to provide the best possible hosting conditions for the Competition and maintaining the standard and promoting the popularity of the Competition.</li><li>• The Bid Book shall include an explicit public commitment that the Association will respect Internationally Recognised Human Rights in line with the UN Guiding Principles in all aspects of its activities relating to the hosting and staging of the</li></ul>

Competition, with the understanding that this entails taking adequate measures to avoid causing or contributing to adverse human rights impacts and to address such impacts when they occur. Moreover, because a significant part of human rights risks may be associated with the activities of third parties, the Association must also take adequate measures to seek to prevent or mitigate adverse human rights impacts that are directly linked to its operations, products or services by its business relationships, even if it has not caused or contributed to such impacts.

### **PART 3 – Bid Book Information Templates**

This information is to be completed using the electronic forms provided to the Association as part of the Bid Package. Once completed, each of these templates (1-10) should be printed out and submitted as Part 3 of the Bid Book.

In addition, the completed templates should also be submitted in electronic form by uploading onto the Bidding Extranet.

- Bid Book Information Template 1: Overview of Country and Host City
- Bid Book Information Template 2: Overview of Stadium
- Bid Book Information Template 3: Overview of Training Sites
- Bid Book Information Template 4: Overview of Medical Facilities
- Bid Book Information Template 5: Overview of Safety and Security
- Bid Book Information Template 6: Overview of Hotels
- Bid Book Information Template 7: Travel within Host City
- Bid Book Information Template 8: Overview of Financial Conditions
- Bid Book Information Template 9: Overview of Development and Legacy
- Bid Book Information Template 10: Overview of Human and Labour Rights

\* Please follow the guidance provided in each Bid Book Information Template, if any, as well as the Budget Guidelines in relation to Bid Book Information Template 8: Overview of Financial Conditions.

### **PART 4 – Declarations, Guarantees, Agreements, Legal Opinion, and Legal Statement**

The following documents should be completed and submitted as Part 4 of the Bid Package. Please refer to the specific instructions per item.

- **Government Declaration and Government Guarantees**

The Bid Book shall include one (1) original of the Government Declaration and one (1) original of each Government Guarantee (guarantees 1-8).

Each Government Declaration and Government Guarantee shall be duly signed by the relevant competent government authority or authorities on the signature page and shall bear the official stamp on every page.

- **Hosting Agreement**

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The Bid Book shall include two (2) originals of the Hosting Agreement.

Each Hosting Agreement shall be duly signed by the Association on the signature page and initialled by the Association on every page including all four (4) appendices.

- **Host City Agreement**

The Bid Book shall include three (3) originals of the Host City Agreement.

\*Three originals of the Host City Agreement are submitted as one original will be kept by FIFA, one original will be returned to the Association and one original will be returned to the Host City Authority.

Each Host City Agreement shall be duly signed by the relevant Host City Authority and the Association on the signature page and initialled by the relevant Host City Authority and the Association on every page.

- **Stadium Agreement**

The Bid Book shall include three (3) originals of the Stadium Agreement.

\*Three originals of the Stadium Agreement are submitted as one original will be kept by FIFA, one original will be returned to the Association and one original will be returned to the Stadium authority.

Each Stadium Agreement shall be duly signed by the relevant Stadium authority and the Association on the signature page and initialled by the relevant Stadium authority and the Association on every page.

- **Training Site Agreements**

The Bid Book shall include all the Training Site Agreements. Three (3) originals of each Training Site Agreement shall be included.

\*Three originals of each Training Site Agreement are submitted as one original will be kept by FIFA, one original will be returned to the Association and one original will be returned to the Training Site authority.

Each Training Site Agreement shall be duly signed by the relevant Training Site authority and the Association on the signature page and initialled by the relevant Training Site authority and the Association on every page.

- **Legal Statement**

The Bid Book shall include a Legal Statement duly signed by an independent local attorney of the highest professional reputation from an external law firm with regard to the national legal framework in the Country as required in Section 3 of Chapter 1 ("Government Matters") of the Hosting Agreement.

- **Legal Opinion**

The Bid Book shall include one (1) original of the Legal Opinion duly signed by an independent local attorney of the highest professional reputation from an external law

firm as required in Section 4 of Chapter 1 ("Government Matters") of the Hosting Agreement.

2.2.3 **Formal Requirements:** By no later than **17:00 CET on 30 August 2019**, the Association must submit to FIFA the Bid Book, including all the agreements and relevant documents, as follows:

- (i) one (1) complete original Bid Book (including all the original agreements and relevant documents as Part 4 of the Bid Book, duly Initialled and signed as indicated at Section 2.2.2 above) and five (5) additional copies of the Bid Book only containing Part 1, Part 2 and Part 3 of the Bid Book (no additional copies of the original agreements and relevant documents provided as Part 4 of the Bid Book are required). The Bid Book, including all the agreements and relevant documents, must be submitted to FIFA by courier or by registered delivery, and delivered together and be addressed to the FIFA Chief Tournaments & Events Officer to the following address:

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**CONFIDENTIAL**  
**CONFIDENTIAL**

and

- (ii) electronic versions of the Bid Book, including all the agreements and relevant documents, must be uploaded onto the Bidding Extranet in compliance with the instructions set forth in the "Guide and Instructions on Use of the Bidding Extranet" and in the following electronic formats:
  - o Part 1, Part 2 and Part 4 of the Bid Book in pdf format; and
  - o Part 3 of the Bid Book in xls format.

The Association acknowledges and agrees that the electronic submission of the Bid Book through upload onto the Bidding Extranet pursuant to Section 2.2.3 (ii) by no means replaces the obligation to submit the original version by the indicated deadline pursuant to Section 2.2.3 (i) above.

The Bid, including all agreements and relevant documents, must be in English.

### 2.3 Alteration and/or Revision of the Bid

The Bid which is submitted to FIFA may not, after the due date for its submission, be altered and/or revised, unless otherwise permitted in writing by FIFA on such terms and conditions as FIFA may stipulate, in its sole discretion. No such alterations and/or revisions to the Bid (or any part thereof) may in any way replace or supersede the original Bid (or the relevant part thereof) unless otherwise agreed by FIFA in writing.

### 2.4 Evaluation of Bids

Upon expiration of the deadline for the submission of the bids as set out in Section 2.2.3 above, FIFA will commence the evaluation and assessment of the Bid, provided that it complies, in FIFA's sole opinion, with the terms of these Bidding T&C and FIFA's bidding and selection process. The Bid will be considered in the strictest confidence. FIFA may, in its sole discretion and without any liability whatsoever, respond to the Bid in any manner it wishes, including, but not limited to:

- (i) accepting or rejecting the Bid;

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- (ii) requesting further information, clarification or revisions to the Bid; and
- (iii) rejecting all bids and commencing an entirely new bidding and selection process.

## **2.5 Selection of the Host Association**

Following the conclusion of the evaluation phase of the bidding and selection process, FIFA intends to select a Host Association for the Competition, and to formally appoint a Host Association for the hosting and staging of the Competition. FIFA will then proceed to countersign the Hosting Agreement for the Competition submitted by the appointed Host Association. The Association acknowledges that FIFA is not obliged to provide reasons for its selection. The Association shall have no claims whatsoever in relation to the bidding and selection. Any decisions taken by FIFA in relation to the bidding and selection shall not be subject to appeal or review by any authority.

## **2.6 Assistance, Inspections and Evaluations**

During the bidding and selection process for the Competition, FIFA has the right (but not the obligation) to, at its sole discretion:

- (i) communicate with, and assist, the bidding Member Associations during the preparation of their bids;
- (ii) conduct preliminary assessments of bids;
- (iii) conduct FIFA Inspection Visits focusing on existing stadiums and presentations on national infrastructure (e.g. transportation, accommodation, security, etc.);
- (iv) prepare the final bid evaluations; and
- (v) report formally to the FIFA Council on the bidding Member Associations and the progress of bid preparations at every stage of the bidding and selection process.

## **2.7 Selection Criteria**

In order to help FIFA to assess the relative merits of the competing bids, each bid should comply with these Bidding T&C and (in addition to any uniquely compelling bid components proposed by a bidding Member Association) demonstrate the following attributes:

- (i) A compelling hosting strategy and vision for the hosting and staging of the Competition, including the bidding Member Association showing the ability to provide the best possible hosting conditions for the Competition and maintaining the standard and promoting the popularity of the Competition;
- (ii) the capacity to deliver key infrastructure meeting FIFA's requirements in a timely manner for the Competition;
- (iii) Clear governmental support in relation to the bid and the hosting and staging of the Competition in the country of a bidding Member Association;
- (iv) Robust and reliable financial planning based on sound assumptions and parameters, both in terms of expenses and revenues. Financial planning should also strive for cost efficiency as well as incorporate private and public support and funding, including a viable and durable public-private partnership with its national government;

- (v) Demonstrable support and involvement of the football and beach soccer community at both a national and local level in the bidding Member Association's country; creating an innovative and meaningful national beach soccer legacy programme;
- (vi) Observance of principles of sustainable event management in the staging and hosting of the Competition, as well as managing any activity in relation to the Competition;
- (vii) The bidding Member Association's strategy and commitment to prevent or mitigate the risks of adverse impacts on human rights, including workers' rights, in the country of the bidding Member Association in connection with hosting and staging the Competition; and
- (viii) Close adherence to all FIFA's bidding requirements and a strong partnership with FIFA.

## **2.8 WADA Related Compliance**

In light of FIFA's responsibilities and obligations as a signatory of the World Anti-Doping Code, a bidding Member Association's bid can only be accepted if:

- (i) the national government of the bidding Member Association's country has ratified, accepted, approved or acceded to the International Convention against Doping in Sport adopted by the 33rd session of the UNESCO General Conference on 19 October 2005; and
- (ii) the National Olympic Committee and the National Anti-Doping Organization of the bidding Member Association's country is not "non-compliant" with the World Anti-Doping Code as declared by the World Anti-Doping Agency (WADA) in a final decision.

## **2.9 Requests for Information**

FIFA may, at any stage of the bidding and selection process, request further information from the Association by any means that it considers reasonably appropriate. The Association may also, at any stage of the bidding process, request further information from FIFA relating to the bidding process and/or the Competition. Any such request must be submitted to FIFA (in English) by email to the email address: [bidding@fifa.org](mailto:bidding@fifa.org).

FIFA will endeavour to respond to any reasonable requests in the form considered most appropriate by FIFA. Responses to general questions may be circulated to all other bidding Member Associations through the Bidding Extranet, but without revealing the identity of the enquirer. Further information is set out in the "Guide and Instructions on Use of the Bidding Extranet", to be provided at a later stage.

## **2.10 Association Delegate Restrictions**

During the bidding process, FIFA may, at its sole discretion, invite bidding Member Associations to visit the FIFA administration in connection with their bids. In the event that the Association is invited, the Association shall keep to a maximum of five (5) the number of persons making up an official delegation which may visit the FIFA administration in this regard. The majority of the delegation should be members of the Association.

## **3 TERMS AND CONDITIONS OF THE BIDDING PROCESS**

### **3.1 General**

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- 3.1.1 **Acceptance of Terms & Conditions:** The Association confirms that It has read and understood, and that It unconditionally accepts and agrees to, the provisions, procedures, terms and conditions outlined in these Bidding T&C (including the eventual outcome of the bidding and selection process for the right to host and stage the Competition). In the event of any failure by the Association to comply with the terms of these Bidding T&C, FIFA reserves the right to not consider the Bid.
- 3.1.2 **Amendments to the Bidding Process:** FIFA reserves the right (and the Association acknowledges and agrees to the exercise by FIFA of such a right), at any time, to change the terms (and any related documentation) governing the bidding and selection process.
- 3.1.3 **Bidding Documents:** Deviations from any template document provided by FIFA such as, but not limited to, these Bidding T&C and Hosting Agreement are not permitted and may render the Bid invalid.
- 3.1.4 **Confidentiality:** The Association agrees to keep confidential, and agrees to ensure that its professional advisors also keep confidential, all matters relating to the bidding and selection process, in particular but without limitation all financial details, including the contents of these Bidding T&C, the contents of any Bid Book, and the contents of the Hosting Agreement, together with all related documents and agreements. The Association also agrees to keep confidential, and to ensure that its professional advisors also keep confidential, all correspondence and communications between FIFA and the Association during the course of the bidding and selection process.

In this regard, the Association shall not disclose to any person (including the press and media), any information in whatever form (including written, oral, visual or electronic) relating directly or indirectly to the bidding process, except to the extent that:

- (i) disclosure is required by relevant laws or court orders;
- (ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Section 3.1.4);
- (iii) disclosure is necessary within the Association group as part of such group's ordinary reporting or review procedure; or
- (iv) disclosure is made to the professional advisors or auditors of the Association who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this Section 3.1.4.

The Association shall not make any public statement relating to the bidding process without the prior written approval of FIFA.

- 3.1.5 **Bid Fundamentals:** The Host Association ultimately selected by FIFA as its partner in the hosting and staging of the Competition will, as a result of the diverse requirements of the Competition, be charged with the management of a wide range of valuable resources. FIFA's ultimate goal is to ensure that, while the Host Association fully respects its substantial hosting obligations, the Host Association manages these resources in a socially and fiscally responsible manner.
- 3.2 Rules of Conduct**
- 3.2.1 **Introduction:** It is essential to the integrity, image and reputation of FIFA and the Competition that the manner in which the Association conducts itself during its Bid preparations complies with the highest standards of ethical behaviour. The Association therefore expressly agrees to comply with the rules of conduct outlined in this Section 3.2.
- 3.2.2 **Gifts:** The Association shall refrain, and shall ensure that each entity or individual associated or affiliated with it shall refrain, from providing to FIFA or to any representative of FIFA, to any member

of the FIFA Council and the Organising Committee for FIFA Competitions, FIFA consultants, or any of their respective relatives, companions, guests or nominees:

- (i) any monetary gifts;
  - (ii) any kind of personal advantage that could give even the impression of exerting influence, or conflict of interest, either directly or indirectly, in connection with the bidding process, such as at the beginning of a collaboration, whether with private persons, a company or any authorities, except for occasional gifts that are generally regarded as having symbolic or trivial value and that exclude any influence on a decision in relation to the bidding process; or
  - (iii) any benefit, opportunity, promise, remuneration or service to any of such individuals, in connection with the bidding and selection process.
- 3.2.3 Statements Concerning Other Bidding Member Associations: The Association agrees to refrain from making any written or oral statements of any kind, whether adverse or otherwise, about the bids or candidature of any other Member Association which has expressed an interest in hosting and staging the Competition.
- 3.2.4 No Unfair Collaboration: The Association agrees to refrain from collaborating or colluding with any Member Association or other third party with a view to unfairly influencing the outcome of FIFA's bidding and selection process.
- 3.2.5 FIFA Ethics Committee: The Association acknowledges that FIFA has established the "FIFA Ethics Committee" as an independent judicial body which, among other responsibilities, shall oversee the bidding process and the full compliance with the rules of conduct as set out in this Section 3.2 to ensure a fair, open and transparent bidding process. Upon request by the FIFA Ethics Committee, the Association undertakes and warrants, at its own cost, to fully cooperate with, and support any audit or inquiry conducted by the FIFA Ethics Committee and to provide, in a timely manner, any information or document required to be disclosed.
- 3.2.6 Disclosure of Existing Contracts: The Association agrees to inform FIFA of all material contracts (being contracts with an estimated value in excess of USD 50,000) between itself and/or third parties with regard to any element of the Bid or potential hosting of the Competition (including service contracts, commercial rights contracts, and any grant of any option). Upon FIFA's request, the Association shall provide FIFA with detailed summaries (including consideration, subject matter, and the identity of the parties) and/or copies, as requested by FIFA, of all such contracts.
- 3.3 Financing, support and promotion of the Bids**
- 3.3.1 Bid Costs: The Association is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid ("**Bid Costs**"). All revenues derived from the exploitation of the Marketing Rights, the Media Rights and any other commercial rights related to the Competition during the term of these Bidding T&C (and thereafter) are to be retained by FIFA to the exclusion of the Association, and the Association may not rely on these revenues to offset its Bid Costs. The Association is therefore invited to review the terms of the Hosting Agreement with regard to the financial arrangements which must be implemented in the event that the Association is appointed as Host Association of the Competition, so as to enable it to determine appropriate financial strategies for securing sufficient revenues to cover the Host Association's obligations with regard to the hosting and staging of the Competition.
- 3.3.2 Bid Financing: The Association is permitted to secure funding from both the public sector and the private sector to finance its Bid (and the corresponding Bid-related activities of the Association), provided that, upon FIFA's written request, it provides written details of such funding to FIFA.

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- 3.3.3 **Donations:** As outlined in Section 3.3.1 above, all costs related to the Bid are to be borne by the Association, but the Association is entitled to solicit, and receive, donations in monetary form and in the form of value-in-kind, provided that it takes all reasonable steps to ensure that such donors (to the extent that they are not official Bid Sponsors according to Section 3.3.6 below) make no public reference to the fact, or nature, of their donations.
- 3.3.4 **Promotion of the Bid:** The Bid may be promoted worldwide, and in any and all media. All activities undertaken by the Association for the purposes of promoting and/or building support for its Bid shall be conducted in such a way that fully complies with all applicable laws, that ensures the accuracy and veracity of any and all public statements, and to ensure that no commitments, promises or undertakings with respect to its proposed hosting and staging of the Competition are given if the Association knows, or ought reasonably to know, that it cannot deliver on such commitments, promises or undertakings.
- 3.3.5 **Bid Website:** With FIFA's prior written approval, the Association may either establish, host and/or operate an official Bid website, or a dedicated sub-site of its existing official website, which is devoted to reporting on its Bid. The Association must ensure that it is at all times clear that any such Bid website (or sub-site) is a Bid-related website and is not seen to be an official FIFA or Competition website. The Association's official Bid website or sub-site may contain news or information about its Bid, it may feature the Bid Mark and it may feature appropriate commercial identification for Bid Sponsors (but no other third parties), provided that Bid Sponsors are designated as sponsors of the Bid and/or the Association and it is clear that Bid Sponsors are not sponsors of FIFA and/or the Competition. In the event that the Association is not selected by FIFA to host and stage the Competition, the Association shall terminate the relevant hosting of its official Bid website or sub-site as of one (1) week from the announcement by FIFA of the identity of the Host Association which will host and stage the Competition. In the event that the Association is appointed as the Host Association, the Association may continue the hosting of its official Bid website (or sub-site) for a period of one (1) month following the appointment, but may not replace it with a website dedicated to the hosting and staging activities of the Association or the Host Association. The Association will make content from the official Bid website available free of charge to FIFA's website(s), if requested.
- 3.3.6 **Bid Mark and Bid Sponsorships:** The Association may give consideration to the creation of a Bid Mark or to appoint Bid Sponsors to publicly support its Bid. Both the creation of a Bid Mark and the appointment of Bid Sponsors require FIFA's prior written approval and shall be in any case subject to the "Bid Sponsorship and Bid Mark Guidelines" issued by FIFA from time to time. The "Bid Sponsorship and Bid Mark Guidelines" shall be furnished by FIFA upon the Association's request and shall be regarded as an integral part of these Bidding T&C.
- 3.3.7 **Exhibitions and Receptions:** FIFA's specific written permission shall be required for the Association to stage exhibitions, press conferences or similar events at FIFA-related events, such as draw ceremonies and congresses. The Association should be aware that such exhibitions or other similar events will not be permitted on the occasion of FIFA meetings. "FIFA meetings" in this context are understood to be all meetings of bodies or committees of FIFA, including all meetings held on the occasion of any FIFA competition.

#### **4 MISCELLANEOUS**

##### **4.1 Representations & Warranties**

The Association represents, warrants and undertakes as follows:

- (i) that it has, and will continue to have throughout the term of these Bidding T&C, the full right and authority to enter into these Bidding T&C, and to accept and perform its obligations under these Bidding T&C;

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- (ii) that these Bidding T&C, once fully executed by both parties, will be enforceable against the Association in accordance with its terms;
- (iii) that it is not aware of any impediment or restriction which impairs or restricts, or might impair or restrict, the performance of its obligations under these Bidding T&C;
- (iv) that it will perform all its obligations hereunder in full compliance with the terms of these Bidding T&C and by applying the highest standard of care;
- (v) the conclusion and performance of these Bidding T&C have been duly authorised by all necessary corporate actions of the Association, and do not contravene the certificate of incorporation or the by-laws of the Association, and will not result in a breach of, or constitute a default under, any contractual obligations of the Association; and
- (vi) there are no actions, suits or proceedings pending or, to the best knowledge of the Association, threatened, against the Association before any court, tribunal or governmental body, agency or other authority which might substantially and adversely affect the financial condition of the Association or its ability to perform its obligations under these Bidding T&C.

#### **4.2 Term**

These Bidding T&C commence on the date of its execution and will, if the Association is appointed by FIFA as the Host Association of the Competition, expire in accordance with the provisions set forth in Section 4.3 below. If the Association is not appointed by FIFA as the Host Association of the Competition, these Bidding T&C will expire one (1) month after the selection of the Host Association of the Competition, unless previously terminated in accordance with the provisions of Section 4.3 below.

#### **4.3 Termination**

These Bidding T&C shall terminate automatically and with immediate effect upon (i) the expiration or termination of the relevant Hosting Agreement and/or (ii) upon the commencement or opening of any formal proceedings undertaken for the express purposes of the liquidation, winding-up, dissolution and/or removal from the corporate register of either party.

FIFA may terminate these Bidding T&C with immediate effect by written notice (i) in the event of a force majeure as set forth in Section 4.4, and/or (ii) in the event that the Association fails to comply with any of its material obligations under these Bidding T&C and does not remedy such failure within thirty (30) days after being called upon to do so by written notice from FIFA (if capable of remedy). The termination of these Bidding T&C shall automatically be deemed as a rejection of the Bid. In case of an expiration or termination of these Bidding T&C, for whatever reason, the Association shall have no claims for damages against FIFA. With respect to the consequences of termination, the terms of the Hosting Agreement, in particular Section 4.4 thereof, shall apply mutatis mutandis.

#### **4.4 Force Majeure**

In the event that storm, earthquake, flood, riot, national state of emergency, war, act of terrorism, epidemic, ostracism of the national government of the Country by a material section of the international community, or other event of force majeure prevents or impairs the hosting of, or preparations for the hosting of, the Competition, or occurs shortly before or after the conclusion of the bidding and selection process for the Competition, FIFA may terminate these Bidding T&C and neither party shall be deemed to be in default of these Bidding T&C in respect of such

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termination. The Association shall have no claims for damages against FIFA in the event of termination arising from an event of force majeure.

**4.5 No Partnership**

These Bidding T&C do not constitute either party the agent of the other or create a partnership, joint venture or similar relationship between the parties, and neither party has the power to obligate or bind the other party in any manner whatsoever, other than as expressly outlined in these Bidding T&C. The parties are in all respects independent contractors, and have separate financial interests under these Bidding T&C.

**4.6 Notices**

All notices to be given under these Bidding T&C shall be given in writing at the addresses on the cover of these Bidding T&C, unless notification of a change of address is given in writing. Any notice will be sent by registered or certified mail and will be effective upon receipt.

**4.7 Transfer & Assignment**

The Association may not transfer and/or assign any of its rights or obligations under these Bidding T&C without the prior written consent of FIFA. FIFA shall be entitled to transfer and/or assign any of its rights or obligations under these Bidding T&C, and to delegate the performance of its obligations hereunder, to any third party.

**4.8 No Waiver**

Any waiver by either party of a right arising out of these Bidding T&C or any breach of these Bidding T&C will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of these Bidding T&C. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of these Bidding T&C on one or more occasions will not be considered to be a waiver of, or deprive such party of the right to subsequently insist upon strict adherence to, that provision or any other provision of these Bidding T&C.

**4.9 Entire Agreement**

These Bidding T&C (including its schedules) are intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to these Bidding T&C must be in writing and signed by both parties.

**4.10 Interpretation and Definitions**

These Bidding T&C shall be interpreted according to Schedule 1 hereof.

**4.11 Severability of Provisions**

Should an individual provision of these Bidding T&C be void, invalid or unenforceable, the validity of the remainder of these Bidding T&C will not be affected and these Bidding T&C will remain in full force and effect in so far as the primary purpose of these Bidding T&C is not frustrated.

**4.12 Anti-corruption**

The parties acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others, in accordance with art. 4a of the Swiss Federal Law on Unfair Competition (art. 102 of the Swiss Criminal Code) and art. 322<sup>ociles</sup> and art. 322<sup>novies</sup> of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

**4.13 Governing Law**

These Bidding T&C are to 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.

**4.14 Arbitration**

All disputes in connection with these Bidding T&C, 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 three (3) arbitrators 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.

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IN WITNESS WHEREOF, the parties have executed these Terms and Conditions of the Bidding Process In two (2) copies by their duly authorised representatives.



**FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)**

By: ..... By: .....  
Name: ..... Name: .....  
Title: ..... Title: .....  
Date: ..... Date: .....

**FEDERACIÓN SALVADOREÑA DE FÚTBOL**

By: .....  
Name: Hugo Atilio Carrillo  
Title: Presidente  
Date: 19 de Junio 2019

By: .....  
Name: Luis Ernesto Pérez  
Title: Secretario General  
Date: 19 de Junio 2019



## SCHEDULE 1

### Interpretation and Definitions

1. In these Bidding T&C, including all schedules or appendices, capitalised terms shall have the following meanings unless the context otherwise specifically indicates otherwise:

**"Ancillary Event"** means any event which is officially organised, sanctioned and/or supported by FIFA or (at FIFA's discretion) the Association and/or the Host Association, and which is designed to promote, celebrate, enhance or facilitate the staging of the Competition. Ancillary Events expressly include any of the events outlined in Chapter 6 ("Ancillary Events") of the Hosting Agreement, including the final draw, the Team workshop, the referees' workshop, the FIFA banquet, the opening ceremony, the award ceremony, the closing ceremony, cultural events, official Competition press conferences, and "launch" events (such as the official launch of a Competition logo);

**"Association"** has the meaning given to it on the cover page of these Bidding T&C;

**"Bid"** means the complete bid prepared and submitted by the Association to host and stage the Competition, comprising the Bid Book, these Bidding T&C, the Hosting Agreement and all related agreements and documentation to be submitted to FIFA by the Association;

**"Bid Book"** means the documents submitted by the Association supporting its Bid and identifying all relevant aspects of the Country's suitability to host and stage the Competition;

**"Bid Mark"** means any logo or device developed and/or selected by the Association, in accordance with Section 3.3.6 of these Bidding T&C, as the visual design symbol representing its Bid;

**"Bid Package"** means all documents and templates provided by FIFA to the Association regarding the bidding and selection process for the right to host and stage the Competition as described in the "Bidding Process Overview";

**"Bidding Process Overview"** means the document provided by FIFA to Member Associations including an overview of the bidding and selection process for the right to host and stage the Competition as well as a list and description of all documents and templates comprising the Bid Package;

**"Bid Sponsor"** means any commercial entity appointed by the Association as a sponsor of its Bid;

**"Bidding Extranet"** means the extranet established and operated by FIFA that contains information for Member Associations relating to the bidding for FIFA competitions, including the Competition;

**"Competition"** means the FIFA competition referred to on the front page of these Bidding T&C;

**"Country"** means the territory for which the Association is the responsible body with respect to association football and where the Association intends to host and stage the Competition;

**"FIFA"** has the meaning given to it on the cover page of these Bidding T&C;

**"FIFA Council"** means FIFA's strategic and oversight body;

**"FIFA Inspection Visit"** means any tour undertaken by FIFA or an appointed FIFA inspection group to the Country to evaluate certain core elements of the proposed Bid, including, but not limited to, stadiums and other infrastructure;

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**"Government Declaration"** means the declaration required to be given separately by the national government of the Country in support of the Bid and the proposed staging of the Competition in the Country, which is to be submitted to FIFA as part of the Bid Book in the form provided by FIFA as part of the Bid Package;

**"Government Guarantees"** means the guarantees required to be given by the national government of the Country in relation to the Competition so as to ensure the success of such Competition, which are to be submitted to FIFA as part of the Bid Book in the form provided by FIFA as part of the Bid Package;

**"Host Association"** means the Member Association which is, following the conclusion of the bidding and selection process, appointed by FIFA as the local organising entity responsible for the staging, hosting and organisation of the Competition. If the Bid is successful, the Association will be appointed as the Host Association;

**"Host City"** means any city and/or designated metropolitan area in which a Match is staged;

**"Host City Agreement"** means the agreement between FIFA, the Association and any prospective Host City Authority, outlining the rights and responsibilities of a Host City Authority, which is to be signed by the Association and such Host City Authority in the form of the template agreement provided by FIFA as part of the Bid Package and then submitted to FIFA as part of the Bid Book pursuant to the terms of these Bidding T&C and the Hosting Agreement;

**"Host City Authority"** means the metropolitan governmental authority of any Host City;

**"Hosting Agreement"** means the agreement which constitutes a binding and irrevocable offer to FIFA by the Association to host and stage the Competition and which, once countersigned by FIFA, contains the key rights and obligations of the Host Association appointed by FIFA to host and stage the Competition. The Hosting Agreement, in the form provided by FIFA, is to be duly executed and initialled by the Association and submitted to FIFA as part of the Bid Book in accordance with the terms of these Bidding T&C;

**"Internationally Recognised Human Rights"** means, at a minimum, those 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. The latter includes the ILO's core labour conventions, C29 on Forced Labour and Protocol to C29, C87 on Freedom of Association and Protection of the Right to organise convention, C98 on the Right to organise and to Collective Bargaining, C100 on Equal Remuneration, C105 on Abolition of Forced Labour, C111 on Discrimination (Employment and Occupation), C138 on Minimum Age, and C182 on the Worst Forms of Child Labour. Depending on the nature of activities and potential impacts, the scope and consideration of internationally recognised human rights may be enlarged to include, for instance, the United Nations instruments on the rights of Indigenous peoples; women; national or ethnic, religious and linguistic minorities; children; persons with disabilities; human rights defenders; and migrant workers and their families, as well as the ILO's Convention C135 on Workers' Representatives and C155 and C167 on Occupational Safety and Health;

**"Legal Opinion"** means a written legal opinion by an independent local attorney of the highest professional reputation, confirming in which manner the documents submitted to FIFA as part of the Bid, including the Hosting Agreement, the Host City Agreement, the Stadium Agreement, the Training Site Agreements, the Government Declaration and the Government Guarantees are legally binding and enforceable in the Country and whether or not such documents have been validly signed and issued by the responsible authority, which is to be submitted to FIFA as part of the Bid Book in full compliance with the template provided by FIFA as part of the Bid Package;

**"Legal Statement"** means a written legal statement by an independent local attorney of the highest professional reputation, including a comprehensive written summary of all such applicable laws, rulings and regulations which are relevant or may affect the hosting, staging, exploitation and protection of the Competition, which is to be submitted to FIFA as part of the Bid Book in full compliance with the template provided by FIFA as part of the Bid Package;

**"Marketing Rights"** means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Competition and the Ancillary Events, to the extent that such rights are not Media Rights;

**"Match"** means any beach soccer match in its entirety (including replays, extra-time and penalty shoot-out phases) which takes place as part of the Competition;

**"Media Rights"** means the right, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competition and Ancillary Events on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. For the avoidance of doubt, the right to broadcast and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. The Media Rights include the right to record, create and exploit the official films of the Competition and/or similar audiovisual products and programming, and shall include fixed media rights, public exhibition rights and the in-flight rights;

**"Member Association"** means any national football association officially affiliated to FIFA;

**"Participating Member Association"** means any Member Association whose representative Team qualifies to participate in the Competition;

**"Stadium"** means any stadium at which a Match is played. "Stadium" includes the entire premises (to the extent that an accreditation device is required in order to gain access) of the stadium facility inside the outer stadium perimeter fence and (on Match days and on any day on which any official Team practice session takes place within the stadium) the aerial space above such stadium premises. "Stadium" shall also include all parking facilities, VIP and hospitality areas, media zones, concessions areas, commercial display areas, buildings, the field of play, the pitch area, the broadcast compound, the stadium media centre, the stands, and the areas beneath the stands;

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**"Stadium Agreement"** means the agreement which is entered into between FIFA, the Association and the relevant Stadium operator for the prospective use of a Stadium to stage any Match, which is to be signed by the Association and such Stadium operator in the form of the template agreement provided by FIFA as part of the Bid Package and then submitted to FIFA as part of the Bid Book pursuant to the terms of these Bidding T&C and the Hosting Agreement;

**"Team"** means any team which represents a Participating Member Association and which qualifies to participate in the Competition;

**"Training Site"** means any venue selected by the Association to host any Competition-related training sessions for any Team during the Competition;

**"Training Site Agreement"** means the agreement which is entered into between FIFA, the Association and the relevant Training Site authority for the prospective use of a Training Site for the Competition, which is to be signed by the Association and such Training Site authority in the form of the template agreement provided by FIFA as part of the Bid Package and then submitted to FIFA pursuant to the terms of these Bidding T&C and the Hosting Agreement; and

**"UN Guiding Principles"** means the Guiding Principles on Business and Human Rights that were endorsed in June 2011 by the United Nations' Human Rights Council, which constitute the authoritative global framework to address business impact on all human rights, applicable to both states and businesses and clarify their respective duties and responsibilities for tackling human rights risks related to business activities.

2. References to Clauses, Paragraphs, Sections and Schedules are, unless otherwise stated, references to clauses, paragraphs and sections of, and appendices to, these Bidding T&C.
3. The Schedules attached to these Bidding T&C form an integral part of these Bidding T&C.
4. Words importing the singular include the plural and vice versa. References to entities or "person" or "party" include individuals and incorporated and unincorporated bodies and associations.
5. References to "include" or "in particular" (or similar) are to be construed as being inclusive and without limitation.
6. Headings are for convenience only and do not affect the interpretation of these Bidding T&C.
7. References to "days" means calendar days unless otherwise specified.

