

To the members of FIFA and the confederations

Circular no. 1563

Zurich, 7 November 2016

SG/fgu

FIFA Forward programme – Contract of Agreed Objectives (CAO)

Dear Sir or Madam,

Following the approval by the FIFA Development Committee of the Contract of Agreed Objectives concept, and more specifically its draft template at its meeting in Zurich on 11 October 2016, we are now pleased to provide you with the final template of the Contract of Agreed Objectives.

The Forward programme offers you tailor-made support in your endeavours to develop and foster football at all levels within your respective territories.

As such, the CAO will allow us to identify together your priorities and objectives for the use of the tailored support granted under the Forward programme, and define, in conjunction with the provisions of the Development Regulations, the terms and conditions in relation to such support.

A significant benefit of the introduction of the CAO is that all of your project requests in line with the priorities and objectives identified within the CAO and approved by FIFA shall become part of the CAO and shall no longer require a separate, stand-alone contract relating to a specific project, except for projects that have to be directly contracted between FIFA and third parties.

As per article 22.5 of the Development Regulations, we would ask member associations and confederations to conclude their CAO by 1 June 2017 at the latest.

The FIFA general secretariat, through its Member Associations Division, will contact each of you to set up a timeframe to identify your association's priorities and objectives and to elaborate the CAO. A transitional period between the entry into force of the regulations and the above deadline shall allow projects to be approved by the Development Committee without requiring the CAO. However, such approval shall be in line with the principles set forth in the CAO and the Development Regulations.

The FIFA Member Associations Division will be pleased to support you with any questions you might have in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Fatma Samoura
Secretary General

Encl.: - FIFA Forward – Contract of Agreed Objectives – member associations' template
- FIFA Forward – Contract of Agreed Objectives – confederations' template

cc: - FIFA Council

Contract of Agreed Objectives

between:

- (1) **FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)**, whose principal place of business is at FIFA-Strasse 20, P.O. Box, CH-8044 Zurich, Switzerland (hereinafter "**FIFA**"); and
- (2) **[INSERT NAME OF CONFEDERATION]**, whose registered offices are at **[insert address of confederation]** (hereinafter "**CONFEDERATION**", and together with FIFA, "**Parties**").

Introduction

- (A) FIFA conducts a football development programme under the name "Forward" ("**Forward Programme**") whereby FIFA grants its MAs, the confederations and regional associations financial, technical and human support in their endeavours to develop and foster football at all levels within their territories, as set out in the FIFA "Forward" Development Programme Regulations promulgated by FIFA, as amended from time to time ("**Development Regulations**"), which form an integral part of this Agreement (Annexe A).
- (B) The Parties hereby desire to enter into a Contract of Agreed Objectives ("**Agreement**"), setting out the objectives and projects agreed between the CONFEDERATION and FIFA for the use of the financial support granted by FIFA to the CONFEDERATION under the Forward Programme.

NOW, IT IS AGREED as follows:

1 Agreed objectives and projects

- 1.1 After an analysis of the footballing situation in its territory, the CONFEDERATION, with the assistance of FIFA, has determined the following specific priorities and objectives for football development in its territory ("**CONFEDERATION Priorities and Objectives**"):
 - 1.1.1 [insert specific priorities and objectives]
 - 1.1.2 [insert specific priorities and objectives]
 - 1.1.3 [insert specific priorities and objectives]
 - 1.1.4 [insert specific priorities and objectives]
 - 1.1.5 [insert specific priorities and objectives]

The CONFEDERATION Priorities and Objectives shall be consistent with the Strategic Framework that the CONFEDERATION may have already implemented (Annexe B).
- 1.2 Pursuant to article 2 of the Development Regulations, FIFA hereby approves the CONFEDERATION Priorities and Objectives as agreed objectives between the Parties.
- 1.3 The CONFEDERATION wishes to make use of its right to benefit from FIFA's revenues under the Forward Programme as stipulated in article 4.1 of the Development Regulations currently in

force. The projects thus far identified by the CONFEDERATION and approved by FIFA for submission and implementation during the period of this Agreement are described in Annexe C ("**CONFEDERATION Projects**").

- 1.4 In addition, the CONFEDERATION may submit further project requests to be implemented during the period of this Agreement for approval by FIFA. Once approved by FIFA, such further project requests shall become and be deemed an integral part of Annexe C of this Agreement, and shall further be deemed to be included under the definition of CONFEDERATION Projects as per clause 1.3 above.
- 1.5 Funds received by the CONFEDERATION from FIFA under the Forward Programme shall not be used for any purposes other than the CONFEDERATION Priorities and Objectives and the CONFEDERATION Projects as described in clauses 1.1 and 1.3 above.
- 1.6 The CONFEDERATION must inform FIFA in writing if it intends to use the agreed funds for other priorities and/or objectives, or for projects other than CONFEDERATION Projects. In this case, the new priorities and objectives and/or new projects shall be subject to, and not permitted before the execution of a written amendment to this Agreement or the termination of this Agreement and the conclusion of a new Contract of Agreed Objectives.

2 Use of funds under the Forward Programme

- 2.1 The CONFEDERATION hereby undertakes and agrees (i) to only use the financial support received from FIFA under the Forward Programme in accordance with the terms of this Agreement, and (ii) to fully adhere to and comply with all of its obligations and all of the requirements under the Development Regulations as per Annexe A as well as with any regulations, circulars or directives issued by FIFA from time to time.
- 2.2 Any breach of the CONFEDERATION's obligations under the Development Regulations as per Annexe A or of any circulars or directives issued by FIFA shall constitute a breach by the CONFEDERATION of this Agreement.
- 2.3 The CONFEDERATION commits to ensure, in addition to compliance with the Development Regulations, that (i) any third-party contractor appointed by the CONFEDERATION shall be engaged at the customary conditions prevailing in the geographical area where the CONFEDERATION Project shall be implemented, (ii) no kick-backs or other undue benefits shall be paid, delivered or received by any party or person involved in such transaction, (iii) the selection process for the appointment of a third-party contractor is undertaken in accordance with best practice and all applicable laws, (iv) any third-party contractor fully complies with all applicable laws when performing its contractual obligations related to the CONFEDERATION Project, and (v) the involvement of third-party contractors shall not violate any sanction lists published by Switzerland, the United Nations and/or any other applicable national or international sanction list.
- 2.4 The CONFEDERATION acknowledges, agrees and certifies that receipt of any financial support from FIFA under the Forward Programme remains at all times also contingent on the CONFEDERATION conducting its general business (not limited to development projects) in accordance with all applicable laws as in force from time to time. This extends, in particular, but without limitation, to the manner in which the CONFEDERATION conducts the commercialisation of any rights it holds to events or football matches hosted or organised by the CONFEDERATION (either on its own or together with any third party).
- 2.5 FIFA is entitled to monitor closely the activity of the CONFEDERATION and the local auditors, carry out regular controls and rigorously sanction any situation leading to a misuse or

misappropriation of funds granted by FIFA. Amongst other things, in the event of a misuse or misappropriation of funds by the CONFEDERATION, or in the event of any other breach of this Agreement (including the Development Regulations) by the CONFEDERATION, FIFA expressly retains the right to withhold any further payments under the Forward Programme as per clause 3 or to terminate this Agreement as per clause 5. The foregoing is without prejudice to any other measures and/or sanctions that may be taken by FIFA under its regulatory framework or any notification to any competent authorities.

3 Performance of FIFA's payment obligations

- 3.1 The grant of any funding by FIFA is subject to the conditions of the Development Regulations as per Annexe A, in particular (but not limited) to the CONFEDERATION fully cooperating with any audits performed pursuant to the Development Regulations.
- 3.2 Any payments to be remitted by FIFA to the CONFEDERATION shall be clearly set out in the relevant CONFEDERATION Projects and shall become payable in line with the payment schedule set out in the relevant approved CONFEDERATION Project (taking into account any possible amendments made thereto by FIFA).
- 3.3 The CONFEDERATION acknowledges that, while it has a general entitlement to receive funding from FIFA in accordance with article 6.3 of the Development Regulations, FIFA remains entitled to withhold any due payments and suspend any future payments in the event that the CONFEDERATION is in breach of this Agreement (including, but not limited to, the use of the funds provided by FIFA under the Forward Programme not in line with the Development Regulations, this Agreement or with any circulars or directives issued by FIFA in connection therewith).
- 3.4 The CONFEDERATION is responsible for paying any taxes, duties and other charges that are due as a result of receiving Forward Programme funds. These taxes, duties or charges must be declared in the requests submitted by the CONFEDERATION.

4 Warranties, covenants and indemnity

- 4.1 The CONFEDERATION warrants, represents and undertakes to FIFA that:
 - 4.1.1 FIFA shall not in any way be liable to any third party on account of (i) any of the CONFEDERATION Projects and FIFA's contribution to any CONFEDERATION Projects pursuant to this Agreement, or (ii) any actions or omissions by a third party; and
 - 4.1.2 there are no legal proceedings pending or threatened for the winding up or dissolution of the CONFEDERATION (including bankruptcy, composition or similar proceedings) or to appoint a receiver or administrator of the whole or any part of the CONFEDERATION's respective undertakings or assets.
- 4.2 The CONFEDERATION shall not (i) do anything which undermines or prejudices the integrity and good image of, or brings into disrepute, FIFA, its affiliates, any FIFA competition and/or association football, and (ii) be authorised to receive any monies payable to FIFA, pledge FIFA's credit, and/or enter into any contracts or undertakings on behalf of FIFA.
- 4.3 The CONFEDERATION hereby indemnifies and holds harmless FIFA, its officers, employees, contractors and assigns ("**Indemnified Parties**") on first demand from and against any losses, damages (including consequential damages), judgments, penalties and expenses obtained against, imposed upon, incurred or suffered by any of them in relation to any violation of this

Agreement. The CONFEDERATION's right to set off any obligations against such indemnification claim(s) shall be and is hereby waived.

5 Term and termination

- 5.1 This Agreement is entered into for a term of [one/two/three/four] year(s) and will, subject to clauses 5.2 and 5.3, expire automatically on [insert date].
- 5.2 FIFA may immediately terminate this Agreement and/or any particular CONFEDERATION Project by giving written notice to the CONFEDERATION in the event that:
- (a) the CONFEDERATION is in breach of any of its obligations under this Agreement, including the Development Regulations and/or the respective CONFEDERATION Project, and fails to remedy such breach within fifteen (15) days of receiving written notice from FIFA;
 - (b) there are valid reasons for a termination, in particular if (i) the CONFEDERATION or any of its key representatives is in breach of other regulations, circulars or decisions of FIFA and/or contracts with FIFA, and/or (ii) the CONFEDERATION or any of its key representatives are involved in criminal or unethical activity; and/or
 - (c) the CONFEDERATION becomes insolvent, enters into bankruptcy, composition, dissolution, or similar proceedings, has a receiver, administrator or manager appointed over its business or assets, ceases to carry on its business, or claims the benefit of any statutory moratorium.
- 5.3 If this Agreement, or any CONFEDERATION Project pursuant to this Agreement, is terminated for any reason whatsoever:
- (a) all CONFEDERATION Projects submitted pursuant to this Agreement or the respective approved CONFEDERATION Project shall be cancelled automatically and all permissions, authorisations and consents of whatsoever nature granted to the CONFEDERATION under this Agreement or the respective CONFEDERATION Projects shall immediately and automatically be revoked;
 - (b) the CONFEDERATION shall not assert any claims for damages or other claims against FIFA under any title whatsoever in connection with the termination;
 - (c) any funds received by the CONFEDERATION from FIFA under this Agreement, which upon termination have not yet been used by the CONFEDERATION, shall remain in the bank account set up as per article 8.1.(d) of the Development Regulations; such funds shall not be used by the CONFEDERATION without the written approval of FIFA.
- 5.4 Any termination shall be without prejudice to any other rights or remedies to which FIFA may be entitled under this Agreement or any CONFEDERATION Project and/or at law (e.g. statutory termination or rescission rights). Any termination shall have no effect on any accrued liabilities of the CONFEDERATION.

6 Miscellaneous

- 6.1 The CONFEDERATION shall not assign, sub-license, or transfer any rights under this Agreement to any third party. No third party shall have any benefits, rights, claims or remedies under this Agreement and/or under any approved CONFEDERATION Projects against FIFA. FIFA shall not

be responsible for the performance of any contract entered into by a CONFEDERATION, even if it relates to a CONFEDERATION Priority or Objective or a CONFEDERATION Project described above.

- 6.2 The annexes to this Agreement form an integral part of this Agreement. Any amendments to this Agreement, including to this clause 6.2, shall only be valid if made in writing.
- 6.3 The CONFEDERATION shall ensure that all activities of the CONFEDERATION (including its officials and employees) undertaken in connection with this Agreement and/or any CONFEDERATION Projects and all activities undertaken by any third party in the context of any CONFEDERATION Projects fully comply with all applicable laws, ordinances, regulations, rules, decrees, governmental or judicial orders, or other decisions of any instances of any level whatsoever in any relevant territory. This shall in particular also include compliance with (i) any applicable money-laundering laws, (ii) any applicable global anti-corruption laws, and (iii) any applicable sanction regimes.
- 6.4 The Parties acknowledge that giving and taking bribes can lead to criminal proceedings pursuant to any relevant criminal laws or any anti-corruption laws with global application. FIFA is entitled to solicit information in this regard and the CONFEDERATION shall be obliged to provide all requested information.

7 Applicable law and arbitration

- 7.1 This Agreement (including any CONFEDERATION Project) concluded hereunder 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 the International Sale of Goods.
- 7.2 All disputes in connection with this Agreement and/or any CONFEDERATION Project, 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 the Court of Arbitration for Sport (CAS) consisting of three (3) arbitrators. The seat of the arbitration is Lausanne, Switzerland, and the language of the proceedings shall be English. Any determination by CAS shall be final and binding on the Parties.

IN WITNESS whereof, the Parties have caused this Agreement to be executed in two (2) originals by their duly authorised representatives on the day and year stated below.

Fédération Internationale de Football Association (FIFA)

Signature: Signature

Full name: Full name:

Title: Title:

Date: Date:

[Insert name of the CONFEDERATION]

Signature: Signature:

Full name:

Full name:.....

Title:

Title:

Date:

Date:

Annexe A
FIFA Forward Development Programme Regulations

Annexe B
Strategic Framework of the CONFEDERATION

Annexe C

CONFEDERATION Projects (detailed project description, implementation schedule and budget)

Contract of Agreed Objectives

between:

- (1) **FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)**, whose principal place of business is at FIFA-Strasse 20, P.O. Box, CH-8044 Zurich, Switzerland (hereinafter "**FIFA**"); and
- (2) **[INSERT NAME OF MA]**, whose registered offices are at **[insert address of MA]** (hereinafter "**MA**", and together with FIFA, "**Parties**").

Introduction

- (A) FIFA conducts a football development programme under the name "Forward" ("**Forward Programme**") whereby FIFA grants its MAs, the confederations and regional associations financial, technical and human support in their endeavours to develop and foster football at all levels within their territories, as set out in the FIFA "Forward" Development Programme Regulations promulgated by FIFA, as amended from time to time ("**Development Regulations**"), which form an integral part of this Agreement (Annexe A).
- (B) The Parties hereby desire to enter into a Contract of Agreed Objectives ("**Agreement**"), setting out the objectives and projects agreed between the MA and FIFA for the use of the financial support granted by FIFA to the MA under the Forward Programme.

NOW, IT IS AGREED as follows:

1 Agreed objectives and projects

- 1.1 After an analysis of the footballing situation in its territory, the MA, with the assistance of FIFA, has determined the following specific priorities and objectives for football development in its territory ("**MA Priorities and Objectives**"):
 - 1.1.1 [insert specific priorities and objectives]
 - 1.1.2 [insert specific priorities and objectives]
 - 1.1.3 [insert specific priorities and objectives]
 - 1.1.4 [insert specific priorities and objectives]
 - 1.1.5 [insert specific priorities and objectives]

The MA Priorities and Objectives shall be consistent with the Strategic Framework that the MA may have already implemented (Annexe B).
- 1.2 Pursuant to article 2 of the Development Regulations, FIFA hereby approves the MA Priorities and Objectives as agreed objectives between the Parties.
- 1.3 The MA wishes to make use of its right to benefit from FIFA's revenues under the FIFA Forward Programme as stipulated in article 4.1 of the Development Regulations currently in force. The projects thus far identified by the MA and approved by FIFA for submission and implementation during the period of this Agreement are described in Annexe C ("**MA Projects**").
- 1.4 In addition, the MA may submit further project requests to be implemented during the period of this Agreement for approval by FIFA. Once approved by FIFA, such further project requests

shall become and be deemed an integral part of Annexe C of this Agreement, and shall further be deemed to be included under the definition of MA Projects as per clause 1.3 above.

- 1.5 Funds received by the MA from FIFA under the Forward Programme shall not be used for any purposes other than the MA Priorities and Objectives and the MA Projects as described in clauses 1.1 and 1.3 above.
- 1.6 The MA must inform FIFA in writing if it intends to use the agreed funds for other priorities and/or objectives, or for projects other than MA Projects. In this case, the new priorities and objectives and/or new projects shall be subject to, and not permitted before the execution of a written amendment to this Agreement, or the termination of this Agreement and the conclusion of a new Contract of Agreed Objectives.

2 Use of funds under the Forward Programme

- 2.1 The MA hereby undertakes and agrees (i) to only use the financial support received from FIFA under the Forward Programme in accordance with the terms of this Agreement, and (ii) to fully adhere and comply with all its obligations and all the requirements under the Development Regulations as per Annexe A as well as with any regulations, circulars or directives issued by FIFA from time to time.
- 2.2 Any breach of the MA's obligations under the Development Regulations as per Annexe A or of any circulars or directives issued by FIFA shall constitute a breach by the MA of this Agreement.
- 2.3 The MA commits to ensure, in addition to compliance with the Development Regulations, that (i) any third-party contractor appointed by the MA shall be engaged at the customary conditions prevailing in the geographical area where the MA Project shall be implemented, (ii) no kick-backs or other undue benefits shall be paid, delivered or received by any party or person involved in such transaction, (iii) the selection process for the appointment of a third-party contractor is undertaken in accordance with best practice and all applicable laws, (iv) any third-party contractor fully complies with all applicable laws when performing its contractual obligations related to the MA Project, and (v) the involvement of third-party contractors shall not violate any sanction lists published by Switzerland, the United Nations and/or any other applicable national or international sanction list.
- 2.4 The MA acknowledges, agrees and certifies that receipt of any financial support from FIFA under the Forward Programme remains at all times also contingent on the MA conducting its general business (not limited to development projects) in accordance with all applicable laws as in force from time to time. This extends, in particular, but without limitation, to the manner in which the MA conducts the commercialisation of any rights it holds to events or football matches hosted or organised by the MA (either on its own or together with any third party).
- 2.5 FIFA is entitled to monitor closely the activity of the MA and the local auditors, carry out regular controls and rigorously sanction any situation leading to a misuse or misappropriation of funds granted by FIFA. Amongst other things, in the event of a misuse or misappropriation of funds by the MA, or in the event of any other breach of this Agreement (including the Development Regulations) by the MA, FIFA expressly retains the right to withhold any further payments under the Forward Programme as per clause 3 or to terminate this Agreement as per clause 5. The foregoing is without prejudice to any other measures and/or sanctions that may be taken by FIFA under its regulatory framework or any notification to any competent authorities.

3 Performance of FIFA's payment obligations

- 3.1 The grant of any funding by FIFA is subject to the conditions of the Development Regulations as per Annexe A, in particular (but not limited) to the MA fully cooperating with any audits performed pursuant to the Development Regulations.

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- 3.2 Any payments to be remitted by FIFA to the MA shall be clearly set out in the relevant MA Projects and shall become payable in line with the payment schedule set out in the relevant approved MA Project (taking into account any possible amendments made thereto by FIFA). Only with regard to the payment of financial support for operational costs as per art. 6 par. 1 of the Development Regulations shall payments based on the MA's request be made in two instalments, to be remitted in January and July of the relevant year.
- 3.3 The MA acknowledges that, while it has a general entitlement to receive funding from FIFA in accordance with article 6.1(a) of the Development Regulations, FIFA remains entitled to withhold any due payments and suspend any future payments in the event that the MA is in breach of this Agreement (including, but not limited to, the use of the funds provided by FIFA under the Forward Programme not in line with the Development Regulations, this Agreement or with any circulars or directives issued by FIFA in connection therewith).
- 3.4 The MA is responsible for paying any taxes, duties and other charges that are due as a result of receiving Forward Programme funds. These taxes, duties or charges must be declared in the requests submitted by the MA.

4 Warranties, covenants and indemnity

- 4.1 The MA warrants, represents and undertakes to FIFA that:
- 4.1.1 FIFA shall not in any way be liable to any third party on account of (i) any of the MA Projects and FIFA's contribution to any MA Projects pursuant to this Agreement, or (ii) any actions or omissions by a third party; and
- 4.1.2 there are no legal proceedings pending or threatened for the winding up or dissolution of the MA (including bankruptcy, composition or similar proceedings) or to appoint a receiver or administrator of the whole or any part of the MA's respective undertakings or assets.
- 4.2 The MA shall not (i) do anything which undermines or prejudices the integrity and good image of, or brings into disrepute, FIFA, its affiliates, any FIFA competition and/or association football, and (ii) be authorised to receive any monies payable to FIFA, pledge FIFA's credit, and/or enter into any contracts or undertakings on behalf of FIFA.
- 4.3 The MA hereby indemnifies and holds harmless FIFA, its officers, employees, contractors and assigns ("**Indemnified Parties**") on first demand from and against any losses, damages (including consequential damages), judgments, penalties and expenses obtained against, imposed upon, incurred or suffered by any of them in relation to any violation of this Agreement. The MA's right to set off any obligations against such indemnification claim(s) shall be and is hereby waived.

5 Term and termination

- 5.1 This Agreement is entered into for a term of [one/two/three/four] year(s) and will, subject to clauses 5.2 and 5.3, expire automatically on [insert date].
- 5.2 FIFA may immediately terminate this Agreement and/or any particular MA Project by giving written notice to the MA in the event that:
- (a) the MA is in breach of any of its obligations under this Agreement, including the Development Regulations and/or the respective MA Project, and fails to remedy such breach within fifteen (15) days of receiving written notice from FIFA;
- (b) there are valid reasons for a termination, in particular if (i) the MA or any of its key representatives is in breach of other regulations, circulars or decisions of FIFA and/or

contracts with FIFA, and/or (ii) the MA or any of its key representatives are involved in criminal or unethical activity; and/or

- (c) the MA becomes insolvent, enters into bankruptcy, composition, dissolution, or similar proceedings, has a receiver, administrator or manager appointed over its business or assets, ceases to carry on its business, or claims the benefit of any statutory moratorium.

5.3 If this Agreement, or any MA Project pursuant to this Agreement, is terminated for any reason whatsoever:

- (a) all MA Projects submitted pursuant to this Agreement or the respective approved MA Project shall be cancelled automatically and all permissions, authorisations and consents of whatsoever nature granted to the MA under this Agreement or the respective MA Projects shall immediately and automatically be revoked;
- (b) the MA shall not assert any claims for damages or other claims against FIFA under any title whatsoever in connection with the termination;
- (c) any funds received by the MA from FIFA under this Agreement, which upon termination have not yet been used by the MA, shall remain in the bank account set up as per article 8.1.(d) of the Development Regulations; such funds shall not be used by the MA without the written approval of FIFA.

5.4 Any termination shall be without prejudice to any other rights or remedies to which FIFA may be entitled under this Agreement or any MA Project and/or at law (e.g. statutory termination or rescission rights). Any termination shall have no effect on any accrued liabilities of the MA.

6 Miscellaneous

6.1 The MA shall not assign, sub-license, or transfer any rights under this Agreement to any third party. No third party shall have any benefits, rights, claims or remedies under this Agreement and/or under any approved MA Projects against FIFA. FIFA shall not be responsible for the performance of any contract entered into by an MA, even if it relates to an MA Priority or Objective or an MA Project described above.

6.2 The annexes to this Agreement form an integral part of this Agreement. Any amendments to this Agreement, including to this clause 6.2, shall only be valid if made in writing.

6.3 The MA shall ensure that all activities of the MA (including its officials and employees) undertaken in connection with this Agreement and/or any MA Projects and all activities undertaken by any third party in the context of any MA Projects fully comply with all applicable laws, ordinances, regulations, rules, decrees, governmental or judicial orders, or other decisions of any instances of any level whatsoever in any relevant territory. This shall in particular also include compliance with (i) any applicable money-laundering laws, (ii) any applicable global anti-corruption laws, and (iii) any applicable sanction regimes.

6.4 The Parties acknowledge that giving and taking bribes can lead to criminal proceedings pursuant to any relevant criminal laws or any anti-corruption laws with global application. FIFA is entitled to solicit information in this regard and the MA shall be obliged to provide all requested information.

7 Applicable law and arbitration

7.1 This Agreement (including any approved MA Project) concluded hereunder 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 the International Sale of Goods.

7.2 All disputes in connection with this Agreement and/or any approved MA Project, 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 the Court of Arbitration for Sport (CAS) consisting of three (3) arbitrators. The seat of the arbitration is Lausanne, Switzerland, and the language of the proceedings shall be English. Any determination by CAS shall be final and binding on the Parties.

IN WITNESS whereof, the Parties have caused this Agreement to be executed in two (2) originals by their duly authorised representatives on the day and year stated below.

Fédération Internationale de Football Association (FIFA)

Signature:

Signature

Full name:

Full name:

Title:

Title:

Date:

Date:

[Insert name of the MA]

Signature:

Signature:

Full name:

Full name:

Title:

Title:

Date:

Date:

Annexe A
FIFA Forward Development Programme Regulations

Annexe B
Strategic Framework of the MA

Annexe C
MA Projects (detailed project description, implementation schedule and budget)