



**CALL FOR PARTNERSHIP PROPOSALS**  
**to organize the IX Match Against Poverty**

**03 May 2011**

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To whom it may concern:

The United Nations Development Programme (hereinafter referred to as "UNDP"), a subsidiary organ of the United Nations, an international organization established by treaty, having its headquarters at 1 UN Plaza, New York, NY 10017, wishes to enter into a partnership with a football club that will provide certain pro bono services to help UNDP with the organization of the 9<sup>th</sup> edition of the Match Against Poverty (hereafter "MAP" or "the Match") to be held in November or December 2011. The Match has become an annual event organized by UNDP in partnership with UNDP Goodwill Ambassadors Ronaldo de Lima and Zinédine Zidane as part of their activities in support of the Millennium Development Goals.

The agreement will be based on what the United Nations calls a "Private Sector Partnership" based on a voluntary and collaborative agreement or arrangement between one or more parts of the United Nations system and the private sector, in which all participants agree to work together to achieve a common purpose or undertake a specific task. In this case, the common purpose will be the hosting and organization of a friendly football match where UNDP, together with Ambassadors Zinidine Zidane and Ronaldo, will provide a team of all-star players to play against the host club, or host all-star club.

The primary objectives of the MAP is to advocate for the MDGs; to engage policy makers in a dialogue in how communities and individuals can join the team to achieve the MDGs, to launch new partnerships in support of achieving the MDGs and to mobilize resources to be used directly in support of programmes that have a direct impact on poverty reduction. In a sense, the Match provides an opportunity for the host country, from its citizens to its private sector to its government, to engage in solidarity to support solutions to global poverty. As a partner in this effort to fight poverty, Clubs should not make a direct financial return from activities related to the Match Against Poverty.

The proposals will be evaluated both on the services offered, advocacy outreach and the net proceeds UNDP can be expected to gain for use in poverty reduction projects. The sources of potential income from the Match include ticket sales; sponsoring / advertising; and TV/Radio Broadcast rights.

The potential costs, which are covered completely by the host club, vary depending on the size of the stadium, the country, travel costs for the players, etc. Past Matches have incurred costs of between 200,000 and 300,000 euros. It is essential that the costs not be greater than the net proceeds. As you will see below, all costs are audited following the Match, and subtracted from the net proceeds. Following is a list of common costs, based on previous Matches:

- Stadium and club services (operating costs)
- Match Organization
- Players' Travelling
- Players' Accomodation, Meals, Transfers and Security

## United Nations Development Programme

- Marketing, advertising and promotion materials
- Press Office
- TV Production
- Stadium Branding and Advertising

### Instructions for submitting a Partnership Proposal to UNDP

1. Interested clubs are invited a Partnership Proposal as per below Description of Services for Which Proposals are Sought.
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors (Annex I)
  - ii. Terms of Reference (TOR).(Annex II)
  - iii. General Conditions for Professional Services .(Annex III)
3. Your offer comprising of technical and financial proposals (Please see Annex IV for sample financial template) should reach the following address no later than Monday, 13 June 2011.

#### Adam Rogers

Senior Strategic Communication Adviser

#### United Nations Development Programme

11-13 Chemin des Anémones, Châtelaine,

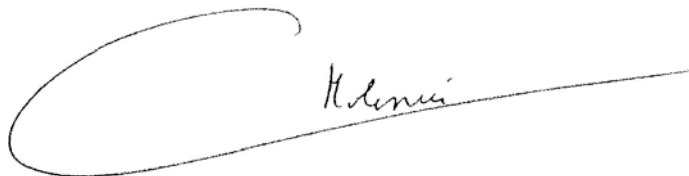
CH-1219 Geneva, Switzerland

tel: +41 22 917 85 41

email: adam.rogers@undp.org

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Best regards,



Cecile Molinier

Director, Geneva Liaison Office

United Nations Development Programme

## Annex I: Instructions to Offerors

### A. Introduction

#### 1. General

#### **Purpose of Call for Proposals**

#### 2. Cost of proposal

The Football Club shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### Solicitation Documents

#### 3. Content of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be not be considered. The Football Club is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents.

#### 4. Clarification of solicitation documents

A prospective Football Club requiring any clarification of the Solicitation Documents may notify UNDP in writing at the organization's mailing address, email or fax number indicated in the RFP. UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

**Preparation of Proposals**

**6. Language of the proposal**

The Proposals prepared by the Football Club and all correspondence and documents relating to the Proposal exchanged by the Football Club and UNDP shall be written in English, French or Spanish. Any printed literature furnished by the Football Club may be written in another language so long as accompanied by an English/French/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /French /Spanish translation shall govern.

**7. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Football Club meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9 (and using Annex IV);

**8. Proposal form**

The Football Club shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

The Football Club should comment on its experience in similar projects and identify the person(s) representing the Football Club in any future dealing with UNDP.

(b) Resource plan

This should fully explain the Football Club's resources in terms of personnel and facilities necessary for the performance of the match. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Football Club's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics

proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

Information which the Football Club considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such .

#### **9. Proposal prices**

The Football Club shall indicate on an appropriate Price Schedule, an example of which is contained in Annex IV, the prices of services it proposes to supply under the Partnership Agreement. It must also show proof of provision of civil liability insurance covering any incident or accident that may occur during the Match being held, including a First Care and Urgent Transportation insurance policy for the participating players, coaches and referees;

#### **10. Proposal currencies**

All prices shall be quoted in euros.

#### **11. Period of validity of proposals**

Proposals shall remain valid for 18 months after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause.

#### **12. Format and signing of proposals**

The Football Club shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Football Club or a person or persons duly authorised to bind the Football Club to the Partnership Agreement. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

### **13. Modification and withdrawal of Proposals**

The Football Club may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Football Club on the Proposal Submission Form.

UNDP will use the following criteria when evaluating the proposals to host the Match Against Poverty.

### **Technical Evaluation Criteria**

#### **Pre-requisites**

| Summary of Technical Proposal Evaluation Forms |  | Score Weight | Points Obtainable | Company / Other Entity |   |   |   |   |
|--|--|--------------|-------------------|------------------------|---|---|---|---|
|  |  |              |                   | A                      | B | C | D | E |
| 1.   | Expertise of Football Club submitting the proposal | 30%          | 300               |                        |   |   |   |   |
| 2.   | Proposed Work Plan and Approach                    | 50%          | 500               |                        |   |   |   |   |
| 3.   | Personnel  | 20%          | 200               |                        |   |   |   |   |
| <b>Total</b>                                   |  |              | <b>1000</b>       |                        |   |   |   |   |

| Technical Proposal Evaluation Form 1                 |  | Points obtainable | Company / Other Entity |   |   |   |   |
|--|--|-------------------|------------------------|---|---|---|---|
|  |  |                   | A                      | B | C | D | E |
| Expertise of firm / organization submitting proposal |  |                   |                        |   |   |   |   |
| 1.1  | Reputation of Organization and Staff (Competence / Reliability)                    | 150               |                        |   |   |   |   |
| 1.4  | Relevance of:<br>- Experience with Similar Initiatives organizing charity matches. | 150               |                        |   |   |   |   |

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|  |  |     |  |  |  |  |  |
|--|--|-----|--|--|--|--|--|
|  |  |     |  |  |  |  |  |
|  |  | 300 |  |  |  |  |  |



| Technical Proposal Evaluation<br>Form 2 |  | Points<br>Obtainable | Company / Other Entity |   |   |   |   |
|---|--|----------------------|------------------------|---|---|---|---|
|   |  |                      | A                      | B | C | D | E |
| Proposed Work Plan and Approach         |  |                      |                        |   |   |   |   |
| 2.1                                     | Event concept and implementation proposal, including dates for the game  | 60                   |                        |   |   |   |   |
| 2.2                                     | Commercial Strategy, and promotional Campaign, including; negotiating the sale of television broadcasting rights and advertising, acquiring sponsorship and taking the marketing actions required to generate revenue from the sale of tickets; creative concept, advertising materials, communication plan and public relations activities  | 75                   |                        |   |   |   |   |
| 2.3                                     | Proposal in terms of logistics including: Acquiring and coordinating suitable accommodation, local transportation and assistance for the participating players, coaches and referees Securing the Stadium and all the associated services for the match to take place in the standards of comfort, safety and media facilities of a first tier official match, Determining the needs and coordinating the distribution of teams' gear, balls and other necessary sports materials; | 60                   |                        |   |   |   |   |
| 2.4                                     | Capacity to coordinate different event activities including: the entire event's sports related and match day activities; Organizing and hosting special events related to the Match (to be agreed); Supervising and carrying out the protocol and welcome functions during the event; Providing UNDP with 100 VIP tickets for its guests, the respected seating protocol to be arranged with the Club and the local authorities;   | 120                  |                        |   |   |   |   |
| 2.5                                     | Capacity to provide necessary post event reports and material including: Providing UNDP with a post event report, including:   | 85                   |                        |   |   |   |   |

|     |   |     |  |  |  |  |  |
|-----|---|-----|--|--|--|--|--|
|     | Financial statement and accounts, certified by an audit company of international reputation; Video and still images of the event; Other relevant data, such as attendances and TV viewership; |     |  |  |  |  |  |
| 2.6 | Amount of projected Match proceeds, including revenue derived from ticket sales, broadcasts and sponsorships, going to UNDP for use in antipoverty and MDG advocacy programmes.               | 100 |  |  |  |  |  |
|     |   | 500 |  |  |  |  |  |

| Technical Proposal Evaluation Form 3 |   | Points Obtainable | Company / Other Entity |   |   |   |   |
|--------------------------------------|---|-------------------|------------------------|---|---|---|---|
|                                      |   |                   | A                      | B | C | D | E |
| 3.1                                  | Management team                                 | 80                |                        |   |   |   |   |
| 3.2                                  | Proposed list of players, coaches and referees, | 120               |                        |   |   |   |   |
| <b>Total Part 3</b>                  |   | 200               |                        |   |   |   |   |

## E. Selected Club

### 14. Award criteria, award of Partnership Agreement

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of Partnership Agreement, without thereby incurring any liability to the affected Football Club or any obligation to inform the affected Football Club or Clubs of the grounds for UNDP's action.

Prior to expiration of the period of proposal validity, UNDP will award the Partnership Agreement to the qualified Football Club whose Proposal, after being evaluated, is considered to be the most responsive to the needs of the organization and activity concerned.

### 15. Signing of the Partnership Agreement

Within 30 days of receipt of the Partnership Agreement the successful Football Club shall sign and date the Partnership Agreement and return it to UNDP.

## **Annex II: Terms of Reference**

The football club will be in charge of the global project coordination of the organisation of the 9<sup>th</sup> edition of the Match against Poverty in November or December 2011, and will be responsible for:

- Devising and implementing the event concept;
- Identifying and proposing the exact date of the Match;
- Devising and implementing the commercial strategy for the event, negotiating the sale of television broadcasting rights and advertising, acquiring sponsorship and taking the marketing actions required to generate revenue from the sale of tickets;
- Devising and implementing the promotional campaign, including the creative concept, advertising materials, communication plan and public relations activities; the Club will use the necessary means and will procure the adequate partners to guarantee the event's dissemination, attendance and success. Submitting all promotional material, public announcements and in general any use of the UNDP and Match Against Poverty name and logos to the approval of UNDP;
- Securing the participation of players, coaches and referees, and managing all aspects of their participation, namely:
  - setting up the participating players target list;
  - sending the invitations from Ronaldo & Zidane and UNDP and its follow-up;
  - coordinating the travel, accommodation and transportation arrangements, and in general providing all necessary support and assistance;
- Obtaining the support and engagement of the government and relevant authorities, as and if necessary;
- Acquiring and coordinating suitable international travel, accommodation, local transportation and assistance for the participating players, coaches and referees;
- Securing the Stadium and all the associated services for the match to take place in the standards of comfort, safety and media facilities of a first tier official match, including a Civil Liability insurance policy covering any incident or accident that may occur on occasion of the Match being held;
- Determining the needs and coordinating the distribution of teams' gear, balls and other necessary sports materials;
- Underwriting a First Care and Urgent Transportation insurance policy for the participating players, coaches and referees;
- Obtaining the necessary licenses from the authorities and sports federations;
- Coordinating the entire event's sports related and match day activities.
- Organizing and hosting special events related to the Match (to be agreed);
- Supervising and carrying out the protocol and welcome functions during the event;
- Providing UNDP with 100 VIP tickets for its guests, the respected seating protocol to be arranged with the Club and the local authorities;
- Providing UNDP with a post event report, including:
  - Financial statement and accounts, certified by an audit company of international reputation;
  - Video and still images of the event;
  - Other relevant data, such as attendances and TV viewership;

UNDP will be responsible for:

- Approving the concept and date;
- Liaising with Goodwill Ambassadors;
- Addressing invitation letters to the clubs of the invited players, seeking authorization for their participation in the event;
- Mobilizing other UNDP Ambassadors to support and attend the event;
- The global coordination of the event's communication, namely its positioning and messaging;
- International communications and media relations surrounding the event, including the worldwide distribution of public announcement and press releases;
- Providing the Club with all necessary materials to promote the event adequately, namely the logos of UNDP and of the Match Against Poverty, still and video images and information about UNDP and past events;
- Approving the promotional campaign for the Match. Approving the design and contents of the promotional material, public announcements, press releases and in general any use of the UNDP and Match against Poverty name and logos;
- Approving the intended sponsors;
- Assisting with relations with local authorities and logistics when needed.

## **Annex III: General Conditions for Partnership Agreements**

### **1. LEGAL STATUS**

The chosen Football Club will be considered as having the legal status of an independent Football Club vis-à-vis UNDP. The Football Club's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2. SOURCE OF INSTRUCTIONS**

The Football Club shall neither seek nor accept instructions from any authority external to UNDP in connection with the terms of this Partnership Agreement. The Football Club shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3. FOOTBALL CLUB'S RESPONSIBILITY FOR EMPLOYEES**

The Football Club shall be responsible for the professional and technical competence of its employees and will select, for work under this Partnership Agreement, reliable individuals who will perform effectively in the implementation of this Partnership Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4. ASSIGNMENT**

The Football Club shall not assign, transfer, pledge or make other disposition of this Partnership Agreement or any part thereof, or any of the Football Club's rights, claims or obligations under this Partnership Agreement except with the prior written consent of UNDP.

### **5. SUB-CONTRACTING**

In the event the Football Club requires the services of sub-contractors, the Football Club shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Football Club of any of its obligations under this Partnership Agreement. The terms of any sub-contract shall be subject to and conform with the provisions of this Partnership Agreement.

## **6. OFFICIALS NOT TO BENEFIT**

The Football Club warrants that no official of UNDP or the United Nations has received or will be offered by the Football Club any direct or indirect benefit arising from this Partnership Agreement or the award thereof. The Football Club agrees that breach of this provision is a breach of an essential term of this Partnership Agreement.

## **7. INDEMNIFICATION**

The Football Club shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Football Club, or the Football Club's employees, officers, agents or sub-contractors, in the performance of this Partnership Agreement. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Football Club, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Partnership Agreement.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Football Club shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Partnership Agreement.

8.2 The Football Club shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Partnership Agreement.

8.3 The Football Club shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Partnership Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Football Club or its agents, servants, employees or sub-contractors performing work or services in connection with this Partnership Agreement.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Football Club's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Football Club shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Football Club shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Partnership Agreement, or by reason of any other claim or demand against the Football Club.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Partnership Agreement or when no longer needed by the Football Club. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Football Club, subject to normal wear and tear. The Football Club shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Agreement. At UNDP's request, the Football Club shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

The Football Club shall not advertise or otherwise make public the fact that it is a Football Club with UNDP, nor shall the Football Club, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Football Club under this Agreement shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Partnership Agreement.

13.2 The Football Club may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Football Club at any time use such information to private advantage. These obligations do not lapse upon termination of this Partnership Agreement.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Football Club shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Football Club is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Partnership Agreement. The Football Club shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Partnership Agreement. The notice shall include steps proposed by the Football Club to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Football Club of a reasonable extension of time in which to perform its obligations under this Partnership Agreement.

14.3 If the Football Club is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Partnership Agreement, UNDP shall have the right to suspend or terminate this Partnership Agreement on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.



## 15. TERMINATION

- 15.1 Either party may terminate this Partnership Agreement for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Partnership Agreement.
- 15.2 UNDP reserves the right to terminate without cause this Partnership Agreement at any time upon 15 days prior written notice to the Football Club, in which case UNDP shall reimburse the Football Club for all reasonable costs incurred by the Football Club prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Football Club except for work and services satisfactorily performed in conformity with the express terms of this Partnership Agreement. The Football Club shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Football Club be adjudged bankrupt, or be liquidated or become insolvent, or should the Football Club make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Football Club, UNDP may, without prejudice to any other right or remedy it may have, terminate this Partnership Agreement forthwith. The Football Club shall immediately inform UNDP of the occurrence of any of the above events.

## 16. SETTLEMENT OF DISPUTES

### 16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Partnership Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### 16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Partnership Agreement or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Partnership Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Football Club shall immediately consult with UNDP to determine a mutually acceptable procedure.

## **19 CHILD LABOUR**

19.1 The Football Club represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Partnership Agreement immediately upon notice to the Football Club, at no cost to UNDP.

## **20. OBSERVANCE OF THE LAW**

The Football Club shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Partnership Agreement.

## **21. AUTHORITY TO MODIFY**

No modification or change in this Partnership Agreement, no waiver of any of its provisions or any additional contractual relationship of any kind with the Football Club shall be valid and enforceable against UNDP unless provided by an amendment to this Partnership Agreement signed by the authorized official of UNDP.

**Annex IV: Example price structure**

The following template may be used to structure the projected costs and revenues of the Match. Please note that as a partnership Clubs are expected to utilize their range of resources to contribute to a UNDP project and therefore cannot make a direct financial return from these activities.

**Sample Pricing Template for Organizing the Match Against Poverty  
Budget Estimates**

|   |          |
|---|----------|
| <b>COSTS</b>  |          |
| Stadium and club services (operating costs)           |          |
| Match Organization                                    |          |
| Players' Travelling                                   |          |
| Players' Accommodation, Meals, Transfers and Security |          |
| Marketing, advertising and promotion materials        |          |
| Press Office  |          |
| TV Production   |          |
| Stadium Branding and Advertising                      |          |
| Other (identify)                                      |          |
| TOTAL   | -<br>€   |
| <b>REVENUES</b>                                       |          |
| TV Rights   |          |
| - Domestic  |          |
| - Rest of the World                                   |          |
| Match Day Income (x,000 tickets, avg net price x €)   |          |
| Sponsorship / Advertising / Partnerships              |          |
| Other (identify)                                      |          |
| TOTAL   | €        |
| <b>NET ESTIMATED INCOME</b>                           | <b>€</b> |