



REQUEST FOR PROPOSALS

# Internet Piracy – Request for Proposals

Date: July, 27<sup>th</sup> 2020

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## 1. Introduction

UEFA is the official body for European football responsible to its member associations for the governance of the sport in Europe. As such, UEFA organises and stages certain football competitions at both Club and National Team level (each, a “**Competition**” and each match played as part of any Competition being a “**Match**”).

A list of such Competitions (as well as the current intended formats applicable thereto) and in respect of which proposals are being sought, is set out in **Schedule 1** to this Request for Proposals (“**RFP**”). In addition, a provisional, topline summary of the scheduling of the Competitions can be provided to interested parties upon request ([antipiracy@uefa.ch](mailto:antipiracy@uefa.ch)).

UEFA enters into media rights arrangements for the televising and transmission of Matches and owns all intellectual property rights in and to those Matches (including in and to all audiovisual content in respect of such Matches). UEFA is aware that its Competition content (including footage of Matches and Competition-related branding and marks) is unlawfully acquired and made available by means of the Internet by unauthorised persons and entities (“**Internet Piracy**”).

**UEFA takes the protection of its intellectual property rights, as well as the interests of its media partners, very seriously. As part of its efforts in this regard, UEFA wishes to appoint one or more service providers to provide:**

- **certain specific Internet Piracy monitoring and enforcement services in respect of both live and non-live Internet Piracy; and/or**
- **proposals in respect of the provision of expertise and services which are ancillary to the “core” services mentioned in the bullet above,**

**with a view (in both cases) to achieving UEFA’s key objective, namely, the minimisation of Internet Piracy in respect of the Competitions (and other UEFA audiovisual content). UEFA wishes to achieve the foregoing by means of a solution which strikes an appropriate balance between the effectiveness and cost of the proposed services.**

## 2. RFP Structure and Services Roadmap

This Section:

- provides interested parties (each, a “**Bidder**”) with a “services roadmap” to navigate this RFP so as to enable them to locate the information they require in order to prepare and submit a proposal in accordance with UEFA’s requirements (each, a “**Proposal**”) in relation to the services they provide;
- sets out the requirements which shall apply to Proposals; and
- sets out the intended process for the selection of the relevant successful Bidder(s).

### 2.1. Services Roadmap

UEFA wishes to appoint one or more providers in respect of the provision of certain specific services. These services are set out in **Schedule 2** and are contained in two parts:

- Part One: Services to be provided in respect of live Internet Piracy.
- Part Two: Services to be provided in respect of non-live Internet Piracy.

In addition to the above, UEFA requires further services to be provided by each successful Bidder who submits a Proposal in respect of live and/or non-live Internet Piracy. These are set out in **Schedule 3**.

UEFA also has a range of general requirements in respect of the content of any and all Proposals (irrespective of the identity of the services to be provided). These are set out in **Schedule 4**.

Finally, UEFA also wishes to invite proposals as to alternative or ancillary means by which any form(s) of Internet Piracy could be addressed. UEFA does not wish to be prescriptive as to such means and there is, therefore, set out at **Schedule 5**, a brief description of UEFA’s approach to, and vision for, any such Proposals. In this RFP, any such alternative or ancillary means to combat Internet Piracy is referred to as an “**Ancillary Option**”.

### 2.2. Proposal Requirements

**Each Proposal should be in writing and in the English Language and comply with/address the following elements and requirements:**

#### Bidder Details

Each Proposal must include:

- Full corporate details of the entity submitting the Proposal(s) and with which UEFA would contract should such Bidder be successful in any such Proposal(s).

- A description of the shareholding(s) and/or other ownership of the Bidder. Bidders should note that UEFA reserves the right to request further details as to the financial standing of any person or entity with a shareholding or other interest in the Bidder.
- A copy of the latest set of audited accounts of the Bidder (or equivalent financial information). If such accounts/information do not cover the 6-month period immediately prior to the date of submission of the Proposal(s), UEFA reserves the right to require that Bidder to provide further up-to-date financial information for that period – for example, in the form of management accounts.

### Services and Ancillary Options

Each Proposal (other than in respect of an Ancillary Option) must contain a clear description of the services in respect of which such Proposal is submitted, namely:

- live and non-live Internet Piracy; or
- live Internet Piracy only; or
- non-live Internet Piracy only.

Any Proposal in respect of an Ancillary Option should be submitted entirely separately from the above. Bidders are also free to submit more than one Proposal so that, for example, a Bidder could submit one Proposal for live and non-live Internet Piracy, a second Proposal for live Internet Piracy only and a third Proposal in respect of an Ancillary Option.

### Proposed Fees

For each Proposal submitted, Bidders should set out:

- Full details of the total proposed fee (including an allocation of the proposed fee to each of the Competitions) to be charged to UEFA for the provision of the relevant services comprised within that Proposal. All amounts should be stated in Euros (€) as gross amounts including any VAT and any other taxes or deductions (which should be clearly identified if applicable).
- All factual assumptions upon which the relevant fee proposals and calculations of costs are based. All proposals should be on the basis of all-inclusive costs with no additional or separate costs to be charged to or borne by UEFA including, for example, in respect of any of the further services described at **Schedule 3**.

### Geographical Scope

Each Proposal should contain a description of the geographic scope of the relevant Proposal. A Proposal is not required to be global in scope and may instead be, for example, regionally-focussed. Bidders should, however, be aware that UEFA expects and requires that, overall (across the relevant appointed Bidder(s)),

a comprehensive global coverage will be provided (with the possibility of additional regionally-focused providers being appointed to provide alternative or complementary coverage in specific territories).

### Term of Services

Each Proposal should contain a confirmation that the relevant Bidder is able to provide the relevant services for a term comprising:

- the period in which all of the Competitions are played;
- a reasonable period in advance of the commencement of the first of the Competitions (for example, for preparation and testing purposes); and
- a reasonable period following the conclusion of the last of the Competitions (for example, for reporting and follow-up purposes).

Bidders should note that each of the Competitions (as well as specific Matches) may be postponed, cancelled and/or re-arranged (for example, due to a format change) and that each successful Bidder shall, for the avoidance of doubt, be required to provide the relevant contracted services at the re-arranged/postponed times and/or in accordance with an amended Competition format (in all cases, at no further cost to UEFA).

### Key Personnel

Each Proposal should include a short curriculum vitae for each of the proposed key personnel who would provide services to UEFA highlighting, in particular, any key relevant experience of each such person.

## 2.3. Process

### Initial Phase – Bidder Questions

Following the issuance of this RFP, UEFA will, where possible, provide any clarification reasonably requested in relation to the contents of it. UEFA reserves the right to make any such clarification publicly available without revealing the identity of the enquirer.

Any such query/clarification should be submitted to [antipiracy@uefa.ch](mailto:antipiracy@uefa.ch) with the subject heading "Internet Piracy RFP – Query – [plus name of Bidder]". Bidders should, however, note that queries received less than three (3) business days before the closing date below may not receive a response from UEFA.

Bidders are kindly asked to co-ordinate and collate any questions or requested further clarifications within their organisations before contacting UEFA in order for such requests to be efficiently addressed.

The absence of any request for clarification or other query from a Bidder will be deemed to indicate that the requirements and content of this RFP are clearly understood by that Bidder.

### Proposal Deadline

Each Proposal is requested to be received by UEFA in a standard electronic file format such as PDF by no later than the following time and date:

**12:00 CET on September 4<sup>th</sup>, 2020.**

Please send each Proposal to the following address: [antipiracy@uefa.ch](mailto:antipiracy@uefa.ch) with the subject heading "Internet Piracy RFP – Proposal – [plus name of Bidder]".

UEFA reserves the right to disregard any Proposal(s) received at any time after the time and date set out above.

### Proposal Analysis Phase

Following receipt of Proposals, UEFA will spend some time analysing them. During this period, Bidders may be required to provide clarifications and/or further information in respect of their Proposals. Such clarifications, if requested, shall be in writing and Bidders will be expected to co-operate fully with UEFA in this respect.

### Next Steps

Subject to any further round of bidding being held as described below, it is UEFA's current expectation that, following review of each Proposal, an initial shortlist of Bidders will be selected and with whom UEFA shall have more detailed discussions. The identity of such shortlisted Bidders will be communicated in due course to the relevant Bidders after the initial review of Proposals (with the relevant unsuccessful Bidders also being notified at this stage without any obligation to give any reason for making any selection or rejection).

UEFA will invite each shortlisted Bidder to present its Proposal(s) in detail to a panel of relevant UEFA internal staff in order to ensure a full understanding of it and also to provide an opportunity for questions and answers.

While the precise scheduling of individual presentations will be discussed with the invited shortlisted Bidder, it is currently envisaged that such presentations would be held during October. Bidders should note that such presentations may be required to be given either in person at UEFA's HQ in Nyon, Switzerland or, depending on the then prevailing circumstances, by video conference. This will be discussed and agreed with Bidders at the time of the shortlisting notification.

### Further Rounds of Bidding

UEFA reserves the right, at any time, to hold one or more further rounds of bidding for all or any part of any the services set out in this RFP and/or any Ancillary Option. UEFA may also require Bidders to amend their Proposal(s) between rounds, for example, to reduce, alter or augment the scope of the proposed services (so as to enable, for example, UEFA to put together and consider a possible combination of service providers) and/or to ascribe separate fees to any part of parts of the proposed services within a Proposal.

### Possible Test/Demonstration of Bidder Services

UEFA reserves the right to require one or more of the shortlisted Bidders to participate in test(s)/demonstration(s) of all, or a selection, of the services which are proposed to be offered by the relevant Bidder(s).

Each Bidder is asked, as part of its Proposal(s), to confirm it will be available, and prepared, to participate in any such test(s)/demonstration(s) (as well as comply with any associated requirements (for example, reporting)) which shall be at no cost to UEFA.

### Final Phase

Following the presentations and any further round(s) of bidding/test(s)/demonstration(s) referred to above, UEFA intends to consider all Proposals submitted as well as the results of any test(s)/demonstration(s). UEFA shall then consider, in its absolute discretion, which, if any, of the Proposals (or combination of parts of Proposals) best meets its objectives under this RFP.

If UEFA considers that one or more Proposal(s) (or any part(s) thereof) meet(s) its requirements, UEFA will contact the relevant Bidder(s) with a view to agreeing in good faith with such Bidder(s) the core terms upon which the relevant services shall be provided by each such Bidder (based upon the relevant Proposal of that Bidder).

Bidders who are unsuccessful will be informed by UEFA without any obligation to give any reason for making any selection or rejection.

### Contract Process

Once UEFA has determined the Bidder or Bidders which it wishes, in principle, to provide the services required hereunder as well as the core terms applicable thereto (as set out above) UEFA shall prepare and issue a standard form contract to each such Bidder for the provision of the relevant services to UEFA.

UEFA then expects to enter into negotiations on a good faith basis with the relevant Bidder(s) in order to conclude promptly such contracts. However, Bidders should note that UEFA shall not, at any time, be obliged to conclude any such agreement(s) with any Bidder(s) and shall be entitled, at any time and without explanation, to terminate any such negotiations without any liability or responsibility whatsoever to any person (including the relevant Bidder(s)).

No such contract shall be binding upon UEFA unless and until it has, at its absolute discretion, been accepted and fully executed by UEFA.



### 3. Legal Matters

This section sets out certain legal matters applicable to the RFP as well as the processes envisaged herein. By participating in this RFP process in any way (including by the submission of any Proposal(s)), each Bidder agrees to the terms of this RFP including those set out below.

#### No Offer/Grant of Rights

This RFP does not, and is not intended to, constitute a contract or an offer which is in any way capable of acceptance. The acceptance of, or decision to discuss or negotiate, any Proposal is at the sole discretion of UEFA.

#### Overall Discretion

UEFA reserves the right, in its absolute discretion, to respond to Proposals as it sees fit and to organise the provision of the services set out in this RFP in such manner as it deems appropriate.

Without limitation to the foregoing and notwithstanding any other provision of this RFP, each Bidder accepts and agrees that UEFA shall be entitled, at any time and in its absolute discretion, to:

- accept or reject any Proposal(s);
- request further information, clarification or revised or amended Proposal(s);
- enter into negotiations with one or more of the Bidders on such basis as may be determined by UEFA;
- postpone the continuation of the RFP process;
- terminate the RFP process in its entirety without any liability whatsoever to any person (including any Bidder); and/or
- (in the event of the termination of the existing process) commence one or more entirely new or revised selection or tender process(es).

#### No Representations or Warranties

UEFA neither makes nor gives any representation, warranty or promise as to the accuracy, adequacy or completeness of the information contained in this RFP or within any subsequent clarifications or supporting materials provided.

Furthermore, UEFA accepts no responsibility for any loss, damage, liability or expense that may be suffered or incurred through the use of or any reliance upon such information. All terms, conditions, warranties and representations in any of these regards, whether express or implied (by statute or otherwise) are hereby excluded.

### Own Costs

Each Bidder is responsible for all costs, expenses and liabilities incurred by it or by any third party who assists the Bidder in the preparation of any Proposal(s) and in any subsequent stage of the bidding process (including in any negotiations with UEFA).

### Announcements

Unless otherwise agreed with, or permitted by, UEFA, no prospective Bidder is entitled to make any announcement or disclosure relating directly or indirectly to this RFP and/or any Proposal(s) and/or any acceptance or rejection thereof. Each Bidder acknowledges and agrees that UEFA shall have the sole right to make any announcement in relation to this RFP and the selection of any successful Bidder(s).

### Confidentiality

Each Bidder agrees that any information of a confidential nature included within this RFP and/or communicated to it in any form by UEFA in relation to the matters covered by this RFP will be kept confidential and will not be disclosed to any third party.

### Intellectual Property Rights

All rights, title and interests (including copyright) in and to this RFP and any materials provided by UEFA during the process of this RFP to any Bidder or prospective Bidder are and shall remain the exclusive property of UEFA. Each Bidder agrees that, following the submission of any Proposal(s), such Proposal(s) shall become the physical property of UEFA and UEFA shall not be required to return such Proposal(s) to the Bidder following the conclusion of the sales process under this RFP.

### Governing Law

This RFP and any related documentation (including any Proposal(s)), correspondence and any agreement entered into between UEFA and any Bidder shall be governed by, and construed in accordance with, the laws of Switzerland. Any and all disputes arising in relation to this RFP or the bidding process shall be settled exclusively and finally by arbitration by an arbitral tribunal comprising three (3) arbitrators, in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The seat of the arbitration tribunal shall be Nyon, Switzerland and the proceedings shall be conducted in English.

## Schedule 1 - Format of Competitions

This Schedule contains the current anticipated format of each of the Competitions (and are subject to change at any time).

Such formats are provided to Bidders on an indicative basis only and are based on currently-known schedules and facts (for example the current number of UEFA member associations).

### 1. UEFA EURO 2024

UEFA EURO 2024 is currently scheduled to be held Germany with twenty-four (24) teams expected to participate.

The Match schedule of UEFA EURO 2024 is expected to comprise a total of fifty-one (51) Matches. The exact dates are not yet known but, as for previous editions of the UEFA European Football Championship, would ordinarily be expected to be in the months of June to July.

The precise format and schedule are yet to be approved and therefore cannot be confirmed. However, for information purposes only, the current proposed format of the final tournament is as follows:

- twenty-four (24) teams;
- a group stage with six (6) groups of four (4) teams;
- knock-out stages comprising round-of-16, quarter-final and semi-final Matches; and
- the final Match.

### 2. European Qualifiers (European qualification competitions for (i) the edition of the FIFA World Cup to be staged in 2026 and (ii) UEFA EURO 2024)

The format and inventory of Matches for the 2024 European Qualifiers and the 2026 European Qualifiers is summarised below:

#### 2024 European Qualifiers

The 2024 European Qualifiers are scheduled to start in March 2023 and finish in November 2023 over ten (10) Match days. The following principles will apply:

- Fifty-five (55) UEFA National Associations will be drawn into ten (10) groups.
- Five (5) groups will consist of five (5) teams and five (5) groups will consist of six (6) teams.
- Each team will play the other teams in the group on a home and away basis.
- For the groups of five (5) teams, other international Matches will be played by each team not playing a European Qualifiers Match.
- The top two (2) teams of each group will qualify directly to UEFA EURO 2024.

### 2026 European Qualifiers

The 2026 European Qualifiers will follow a similar format to the 2020 European Qualifiers (subject to FIFA membership and applicable FIFA rules).

### 3. UEFA Nations League 2022/23 and 2024/25

The two (2) editions of the UEFA Nations League for 2022/23 and 2024/25, in each case, to be played over three (3) consecutive months (over six (6) Match days).

The following principles underpin the format of the competition:

- Fifty-five (55) National Associations are divided into four (4) leagues and teams within each league are further divided into groups:
- Leagues A, B and C comprise sixteen (16) teams divided into four (4) groups of four (4) teams;
- League D comprises seven (7) teams divided into two (2) groups – one (1) group of four (4) teams and one (1) group of three (3) teams;
- in each league, each team will play each of the other teams in its group twice (on a home and away basis);
- final positions will determine the teams that are promoted and relegated for the next edition, with the top team in each group in Leagues B, C and D being promoted and the bottom team in each group in Leagues A, B and C being relegated; and
- the winners of each group in League A will qualify to compete in the UEFA Nations League Finals.

### 4. UEFA Nations League Finals

In June 2023 and June 2025, the winner of the relevant edition of the UEFA Nations League will be determined by a knock-out final tournament. This will consist of two (2) semi-final Matches played by the four (4) group winners of League A of the 2022 UEFA Nations League, a 3<sup>rd</sup> place Match between the two (2) losers of the semi-final Matches and a final Match between the two (2) winners of the semi-final Matches.

### 5. UEFA Champions League and UEFA Super Cup 2021/22 to 2023/24

This RFP covers the three (3) seasons of the UEFA Champions League to be played in the 2021/22, 2022/23 and 2023/24 seasons.

For the purposes of this RFP, it is anticipated that the format of the UEFA Champions League shall be as follows:

UEFA CHAMPIONS LEAGUE COMPETITION FORMAT		
<b>UCL Play-Offs</b>	<b>Matchweeks 1 and 2:</b> 12 clubs 12 Matches <i>To determine 6 qualifiers for UCL Group Stage</i>	The UCL play-offs shall, in principle, take place in August each season
<b>UCL Group Stage</b>	<b>Matchweeks 3 to 8:</b> 32 clubs (being 26 automatic qualifiers plus 6 qualifiers from the UCL play-offs) split into 8 groups of 4 clubs 96 Matches <i>To determine 16 qualifiers for Round of 16</i>	Matches during the UCL group stage shall, in principle, take place in the period from September to December (inclusive) in each season
<b>Round of 16</b>	<b>Matchweeks 9 to 12:</b> 16 clubs (each club plays across 2 matchweeks against another club) 16 Matches <i>To determine 8 qualifiers for quarter-finals</i>	Matches during the round of 16 through to the UCL Final shall, in principle, take place in the period from February to May/June (inclusive) in each season
<b>Quarter-Finals</b>	<b>Matchweeks 13 and 14:</b> 8 clubs 8 Matches <i>To determine 4 qualifiers for Semi-finals</i>	
<b>Semi-Finals</b>	<b>Matchweeks 15 and 16:</b> 4 clubs 4 Matches <i>To determine finalist teams</i>	
<b>Final</b>	<b>Matchweek 17:</b> 2 clubs 1 Match <i>To determine winning team</i>	

Matches are customarily scheduled to be played on Tuesdays and Wednesdays, with the exception of the final (which is scheduled to be played on a Saturday). UEFA may also elect to split a matchweek over more than one calendar week.

It is anticipated that, throughout the Group Stage, there shall be two standard kick-off times. Four (4) of the Matches each matchweek will be scheduled to kick off at 18:45 CET (two (2) on Tuesday and two (2) on Wednesday), while the remaining twelve (12) Matches will be scheduled to kick off at 21:00 CET (six (6) on Tuesday and six (6) on Wednesday). All other Matches in other matchweeks are currently scheduled to commence at 21:00 CET. UEFA may, in its sole discretion, elect to change the kick-off times for any Match, for example to take into account different time zones or safety and security concerns.

The UEFA Super Cup is a single Match between the winners of the previous season's UEFA Champions League and UEFA Europa League competitions. The dates and kick-off time of each edition of the UEFA Super Cup will be confirmed by UEFA in due course but are anticipated to take place in each of 2022, 2023 and 2024.

## 6. UEFA Europa League and UEFA Europa Conference League 2021/22 to 2023/24

This RFP covers the three (3) seasons of each of the UEFA Europa League and UEFA Europa Conference League to be played in the 2021/22, 2022/23 and 2023/24 seasons.

For the purposes of this RFP, it is anticipated that the formats of the UEFA Europa League and UEFA Europa Conference League shall be as follows:

UEFA EUROPA LEAGUE COMPETITION FORMAT		
<b>Group Stage</b>	<b>Matchweeks 1 to 6:</b> 32 clubs (being 11 automatic qualifiers, the UECL title holder and 20 "drop down" clubs from the UEFA Champions League champions and league qualification paths split into 8 groups of 4 clubs 96 Matches <i>To determine 8 qualifiers for Round of 16 and 8 qualifiers for the UEL play-offs.</i>	Matches during the UEL group stage shall, in principle, take place in the period from September to December (inclusive) in each season
<b>Knock-out Play-Off</b>	<b>Matchweeks 7 and 8</b> 16 clubs (being 8 "drop-down" clubs from the UEFA Champions League group stage and 8 2 <sup>nd</sup> place UEL clubs from the Group Stage) <i>To determine 8 qualifiers for the Round of 16</i>	
<b>Round of 16</b>	<b>Matchweeks 9 and 10:</b> 16 clubs (being 8 UEL Group Stage winners and 8 UEL Play-Off round winners) 16 Matches <i>To determine 8 qualifiers for quarter-finals</i>	
<b>Quarter-Finals</b>	<b>Matchweeks 11 and 12</b> 8 clubs 8 Matches <i>To determine 4 qualifiers for Semi-finals</i>	
<b>Semi-Finals</b>	<b>Matchweeks 13 and 14:</b> 4 clubs 4 Matches <i>To determine finalist teams</i>	
<b>Final</b>	<b>Matchweek 15:</b> 2 clubs 1 Match <i>To determine winning team</i>	

UEFA EUROPA CONFERENCE LEAGUE COMPETITION FORMAT		
<b>Group Stage</b>	<p><b>Matchweeks 1 to 6:</b> 32 clubs (being 17 clubs qualifying through the direct UECL qualification path, 5 clubs qualifying from the UECL Champions Path play-offs and 10 clubs from the UEL champions and league path play-offs) split into 8 groups of 4 clubs 96 Matches <i>To determine 8 qualifiers for Round of 16 and 8 qualifiers for the UECL play-offs.</i></p>	Matches during the UECL group stage shall, in principle, take place in the period from September to December (inclusive) in each season
<b>Play-Off</b>	<p><b>Matchweeks 7 and 8</b> 16 clubs (being 8 "drop-down" clubs from the UEFA Europa League group stage and 8 2<sup>nd</sup> place UECL clubs from the Group Stage) 16 Matches <i>To determine 8 qualifiers for the Round of 16</i></p>	
<b>Round of 16</b>	<p><b>Matchweeks 9 and 10:</b> 16 clubs (being 8 UECL Group Stage winners and 8 UECL Play-Off round winners) 16 Matches <i>To determine 8 qualifiers for quarter-finals</i></p>	
<b>Quarter-Finals</b>	<p><b>Matchweeks 11 and 12</b> 8 clubs 8 Matches <i>To determine 4 qualifiers for Semi-finals</i></p>	
<b>Semi-Finals</b>	<p><b>Matchweeks 13 and 14:</b> 4 clubs 4 Matches <i>To determine finalist teams</i></p>	
<b>Final</b>	<p><b>Matchweek 15:</b> 2 clubs 1 Match <i>To determine winning team</i></p>	

For both the UEFA Europa League and UEFA Europa Conference League, Matches are customarily scheduled to be played on Thursdays, with the exception of each final (which are scheduled to be played on Wednesdays). UEFA may also elect to split a matchweek over more than one calendar week.

It is anticipated that, for the Group Stage, Knock-out Play-Off, Round of 16 and Quarter-Finals of both the UEFA Europa League and UEFA Europa Conference League, there shall be two standard kick-off times at 18:45 CET and at 21:00 CET. UEFA shall determine which Matches commence at 18:45 CET and which commence at 21:00 CET. An additional kick-off slot is scheduled at 16:30 CET for selected Group Stage Matches played in stadiums located in CET+2 (or more) time zones. The Semi-Finals and Finals are scheduled to commence at 21:00 CET. UEFA may, in its sole discretion, elect to change the kick-off times for any Match, for example to take into account different time zones or safety and security concerns.

## Schedule 2 – Specific Services

Before turning to the specific live and non-live Internet Piracy requirements, Bidders should note that:

- There exists some duplication in the services described in the live and non-live sections below and, accordingly, UEFA reserves the right to require (in accordance with the Overall Discretion of UEFA referred to at Section 3 above) any Bidder(s) to revisit their Proposal(s) in the event that UEFA identifies overlap/duplication in the proposed services set out in them. Any such requirement may happen at any time during the tender process including, for example, between any rounds of bidding.
- UEFA may proceed to appoint more than one service provider in respect of Internet Piracy. If this were to happen, UEFA shall require the relevant appointed providers to co-operate and collaborate effectively in order to ensure that the efficacy of the overall UEFA anti-Internet Piracy programme is maximised. By way of example only, UEFA may require the provider to attend or participate in regular meetings or catch-up sessions in order to share key findings or intelligence or to agree on policies to ensure a fully co-ordinated approach across all such providers.

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### Part One - Live Internet Piracy Services:

The successful Bidder(s) will be expected to provide the following services in respect of the live availability of content by any means (and whether provided on a free or pay basis):

#### Monitoring and Take-down

On a "live" basis during and in respect of all Matches, real-time monitoring and take-down of pirated live streams (issuance of take-down notices, C&D letters, operation of take-down tools, etc.). To enhance the speed and effectiveness of matching performance and to avoid any "false positives", the relevant Bidder(s) shall be expected to operate a content verification system (e.g. fingerprinting) to guarantee that the identified content is UEFA material.

Each Proposal should also include a description of any requirements upon UEFA in this regard, for example, via the provision of Match footage for ingestion into the relevant "fingerprinting" system. Bidders should also set out the technical details and requirements of any system(s) operated by them (for example, encoding standards, interface requirements of the relevant API etc), as well as a description of the time taken to detect a live stream of a Match from kick-off of that Match and the time taken to remove that stream (as from first detection). This description should be broken down via the platform by which any such stream is made available i.e. where timescales differ dependent on platform.

The successful Bidder shall also be required to maintain and administer so-called "whitelists" of entities against whom takedown action should not be taken (e.g. in respect of the availability of authorised content from media partners, clubs, UEFA and National Associations on social media platforms, etc.).



The foregoing requirements shall apply irrespective of the location of the relevant infringing live content. In particular, UEFA will expect the successful Bidder to combat efficiently the unlawful availability of UEFA content on any and all social media platforms across the world (including those with specific regional focus). Accordingly, each successful Bidder will be expected to have in-depth knowledge of, and the capacity to efficiently operate, all content identification and enforcement services (including claim management) on such social media platforms (for example, Facebook Rights Manager and YouTube Content ID).

### Illegal apps

All monitoring, enforcement and reporting activity requirements apply equally to content services available via “apps” or other means of content distribution which might emerge during the term. In addition, the Bidder will be required to conduct regular searches using key languages on various regional app stores and take appropriate enforcement action as necessary (for example, in conjunction with the operators of app stores).

### Expert technical provider services in respect of blocking orders

UEFA has obtained a so-called “blocking order” in the United Kingdom. The successful Bidder will be required to act as the expert technical provider in respect of the ongoing implementation of that blocking order (as well as any renewals and amendments thereof) and for one other territory (to be designated by UEFA). Further details can be provided as necessary but the successful Bidder shall, at least, be required to gather the necessary evidence, have technical processes and methodologies in place (in respect of the identification of infringing content) which satisfy all legal requirements and to provide “real-time” monitoring and reporting of infringing content during Matches to the relevant ISPs.

Such Bidder shall also be required to work with UEFA’s legal providers in the production of, and to provide, expert statements as part of any application for the relevant order(s) (and amendments thereto). The successful Bidder shall also be required, on an ongoing basis, to monitor the efficacy of the identification of infringing content (and blocking of the same) and to propose improvements to the implementation thereof.

Each Bidder should also explain how, if UEFA were to seek blocking orders in additional territories to those mentioned above, it would approach the “scaling up” required to do this in terms of technical provider services (including, for example, in terms of personnel, technical requirements and other resources). For the avoidance of doubt, no fee proposal is required to be provided – UEFA wishes only to understand that a Bidder is capable of promptly expanding its activities and the actions that would need to be taken.

### Illegal IPTV Services

The successful Bidders shall be required to provide coverage in respect of illegal subscription IPTV services (including services that require additional hardware and those that do not). The successful Bidder shall be required to (i) proactively subscribe (at no additional charge), monitor closely and investigate such services (including by subscribing thereto and acquiring any relevant hardware), (ii) propose to, and agree with, UEFA a strategy for the most effective monitoring and enforcement against such services and (iii) generate intelligence reports from the gathered and available data to make the information digestible and allow

UEFA to take strategic action based on the identification of the relevant networks used and the key platforms (and to support UEFA in the taking of such action).

### Open-source media players

The successful Bidder(s) shall be required to investigate (via forums, social media mentions, search results, etc.) and monitor availability of content via open-source media player software applications (including KODI and any other relevant services that may be available). Based on such investigations, to propose to UEFA the most effective measures to combat such availability including, for example, by reverse engineering to identify source of infringing content (e.g. add-on source code analysis, extraction of source URL's and evaluate against existing coverage, add new source hosts, capture of forensic evidence and enforcement against repository hosts and source hosts).

### Seek implementation of, and manage, take-down tools

The successful Bidder will be expected both to manage existing take-down tools as well as to establish contact with the owners/operators of video streaming/hosting platforms and operators of dedicated video servers with a view to ensuring the introduction of effective take-down tools.

### Reporting Tools

UEFA would invite Bidders to set out how all relevant entities (for example, UEFA media rights partners and their appointed vendors) can simply and easily report instances of live Internet Piracy to the successful Bidder(s) and for appropriate feedback to be provided in response to any such reports. The exact means by which this objective shall be achieved should be specified in each Proposal but may include, for example, the provision of a reporting tool to media rights partners and/or the provision of personnel tasked with media rights partner liaison. The form and any deployment of any such tool shall, at all times, remain entirely within the control of, and subject to the approval of, UEFA.

### Third Party Liaison

UEFA shall also require that the relevant successful Bidder(s) is or are available, upon request, to liaise as necessary with relevant third parties (for example, UEFA media partners and any and all agencies appointed by UEFA in respect of its media rights). The nature of such interaction may include, for example, the provision of regular updates, making presentations to such third parties as to the services provided and effectiveness thereof etc.

### Search Delisting

Monitor and automatically issue de-listing requests to the operators of all commonly-used search engines around the world in respect of verified links to infringing content.

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### Part Two - Non-Live Internet Piracy Services:

The successful Bidder(s) will be expected to provide the following services in respect of the non-live availability of content by any means (and whether provided on a free or pay basis):

#### Monitoring and Take-down

The successful Bidder(s) will be required to provide monitoring and take-down of all pirated non-live content (issuance of take-down notices, C&D letters, operation of take-down tools, etc.). To enhance the speed and effectiveness of matching performance and to avoid any “false positives”, the relevant Bidder(s) shall be expected to operate a content verification system (e.g. fingerprinting) to guarantee that the identified content is UEFA material.

Bidders should set out the technical details and requirements of any system(s) operated by them as well as the extent to which manual monitoring and enforcement shall be used (for example, to complement any automated systems).

The successful Bidder shall also be required to maintain and administer so-called “whitelists” of entities against whom takedown action should not be taken (e.g. in respect of the availability of authorised content from media partners, clubs, UEFA and National Associations on social media platforms, etc.).

The foregoing requirements shall apply irrespective of the location of the relevant infringing non-live content. In particular, UEFA will expect the successful Bidder to combat efficiently the unlawful availability of UEFA content on any and all social media platforms across the world (including those with specific regional focus). Accordingly, each successful Bidder will be expected to have in-depth knowledge of, and the capacity to efficiently operate, all content identification and enforcement services (including claim management) on such social media platforms (for example, Facebook Rights Manager and YouTube Content ID).

Importantly, Bidders shall be required to set out clearly an overall strategy for the removal of all non-live content as promptly as reasonably possible taking into account the likely time windows in which non-live content viewership is particularly concentrated.

#### Illegal apps

All monitoring, enforcement and reporting activities should apply equally to content services available via “apps” or other means of content distribution which might emerge during the term. In addition, the Bidder will be required to conduct regular searches using key languages on various regional app stores and take appropriate enforcement action as necessary (for example, in conjunction with the operators of app stores).

#### Reporting Tools

UEFA would invite Bidders to set out how all relevant entities (for example, UEFA media rights partners and their appointed vendors) can simply and easily report instances of non-live Internet Piracy to the successful Bidder(s) and for appropriate feedback to be provided in response to any such reports. The exact means by which this objective shall be achieved should be specified in each Proposal but may include, for example,

the provision of a reporting tool to media rights partners and/or the provision of personnel tasked with media rights partner liaison. The form and any deployment of any such tool shall, at all times, remain entirely within the control of, and subject to the approval of, UEFA.

Search Delisting

Monitor and automatically issue de-listing requests to the operators of all commonly-used search engines around the world in respect of verified links to infringing content.

Third Party Liaison

UEFA shall also require that the relevant successful Bidder(s) is or are available, upon request, to liaise as necessary with relevant third parties (for example, with UEFA media partners and any and all agencies appointed by UEFA in respect of its media rights). The nature of such interaction may include, for example, the provision of regular updates, attending meetings with broadcast partners, making presentations to such third parties as to the services provided and effectiveness thereof etc.

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### Schedule 3 - Further Services

UEFA would expect each successful Bidder also to provide the following further services (although these requirements may not, in practice, apply to a Bidder who submits a Proposal for an Ancillary Option alone (to be determined by UEFA)):

#### Geo-Blocking Verification

Assistance in verifying whether or not the content of any media partner of UEFA is available outside of the territory for which the relevant media partner is licensed and/or verify the effective use of encryption technology by any such media partner in respect of any UEFA content made available by that partner by means of the Internet.

#### Assistance in Legal Action

Assistance in any legal action which may be commenced by UEFA in relation to the relevant form of Internet Piracy (for example, evidence gathering, court proceedings, police actions, witness statements etc.).

Offering UEFA expert advice in relation to possible opportunities to take strategic legal action in respect of instances of Internet Piracy (as well as a view on the likely practical effectiveness of such action).

#### Lobbying/Corporate Communication

Supporting UEFA in any lobbying or corporate communication initiatives UEFA may wish to undertake in respect of the relevant form(s) of Internet Piracy including, for example, by collating supporting evidence, preparing presentations etc.

#### Other Competitions

Upon the request of UEFA from time to time, assistance in respect of Internet Piracy issues in relation to UEFA-organised competitions other than the Competitions. In addition, for the editions of the UEFA Under-21 European Championship and the UEFA Women's EURO which are staged during the term, UEFA would ask that, as part of each Proposal, a Bidder sets out a proposed level of coverage for these competitions which takes into account the need for efficiency and cost-effectiveness.

## Schedule 4 – General Requirements

Each Proposal in respect of live and/or non-live Internet Piracy (but not in respect of any Ancillary Option) is required to include the elements set out below.

- A summary of the overall approach and methodology in respect of the form(s) of Internet Piracy in respect of which the relevant Proposal is submitted.
- A description of the technical and/or non-technical means by which instances of the relevant form of Internet Piracy are identified and verified as being unauthorised transmissions/availability of UEFA content.
- The technological and/or non-technological means and measures to be taken in order to take down (or attempt to take down) unauthorised transmissions/availability of UEFA content.
- Where applicable, a description of the timescales for removal of infringing content.
- The data and information recorded by the Bidder in respect of each instance of Internet Piracy (for example, the source of the relevant stream or recorded content, the action taken, the effectiveness of the action etc.). Any and all such data shall become the sole and exclusive property of UEFA under the terms of the contract to be entered into with each successful Bidder.
- How instances of the relevant forms of Internet Piracy and action taken in respect thereof are reported to UEFA (including the type, format and timing of proposed reports taking into account the likely audiences for the information comprised within any such reports, for example, UEFA and UEFA's media partners (who may have themselves reported instances of Internet Piracy)).
- A description of the anticipated level of success (it being acknowledged that the measurement of "success" may need to be discussed further).
- The Bidder's views on UEFA's required level of involvement in order to implement and maintain the measures set out in the relevant Proposal.
- The legal, technical and practical issues faced by UEFA and the Bidder in combatting the relevant form of Internet Piracy in respect of which the Proposal is focused.
- A description of the total staffing and technical resource requirements for the delivery of the relevant services. As part of such description, each Bidder should also set out: (i) its proposed lines of communication with UEFA including, for example, any key points of contact or overall managers for the delivery of the services; and (ii) the extent to which the Bidder would need to engage new staff or acquire additional resource in order to provide the relevant services.

**Aside from the specific requirements set out above, it is of the utmost importance to UEFA that each Bidder is flexible and pro-active in the provision of the relevant services and its approach to Internet Piracy so that, for example, the successful Bidder(s) will be required (at no additional cost) to update the services provided in accordance with the then current best practice to ensure that no approach to Internet Piracy becomes obsolete or ineffective and that, as new methods or techniques for combatting Internet Piracy are generally adopted, these are, as appropriate (and in consultation with UEFA), deployed by the relevant successful Bidder(s).**

**In addition, UEFA expects each Bidder to pro-actively monitor new Internet Piracy trends and threats action to be taken against them.**

**Finally, UEFA will look very positively upon any Proposal which envisages a level of creativity in the Bidder's proposed approach to combatting Internet Piracy. In particular, Bidders are encouraged to include a description in each of their Proposals as to how they would ensure that, throughout the term of the provision of the relevant services, they will: (i) research and consider new and innovative means to address Internet Piracy; and (ii) promptly deploy the same.**

## Schedule 5 – Ancillary Options

UEFA is conscious that there may not necessarily be a single, clear means or industry standard methodology by which UEFA's objectives in respect of Internet Piracy can be achieved and that there may exist alternative or ancillary means by which Internet Piracy can be combatted. Therefore, in addition to the specific services mentioned above, UEFA is open to other proposals which prospective Bidder(s) consider may be of benefit to UEFA, for example, via new technologies, alternative approaches to disrupting the Internet Piracy economic model or with different geographical focus.

UEFA does not wish to be prescriptive in relation to any Proposal in respect of an Ancillary Option but would ask Bidders to be as comprehensive as possible as to the approach, what it is designed to achieve and the likely levels of success.

In terms of the content of any Proposal in respect of an Ancillary Option, UEFA would ask that Bidders include the requirements set out in **Schedule 4**. In addition, the relevant Bidder should also include, to the best of their ability, information relating to the requirements set out in Part One of the **Schedule 2** (if the Ancillary Option relates to live Internet Piracy) or Part Two of the **Schedule 2** (if the Ancillary Option relates to non-live Internet Piracy) to the extent that these apply to the proposed Ancillary Option.

Finally, UEFA understands that Bidders may have further questions regarding how to make any Proposals in respect of Ancillary Options and would ask that these could be provided as early as possible so as to enable UEFA to respond in good time.





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