



INVITATION TO TENDER ("ITT")

For CAF Commercial Rights Agency Services

in respect of

**CAF National Teams Competitions
between 2026 - 2029**

Bid Submission Deadline: 17H00 Cairo Time

on Friday 4 April 2025



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For CAF Commercial Rights Agency Services
in respect of
CAF National Teams Competitions
2026-2029

With this invitation to tender (“**ITT**”), the Confédération Africaine de Football (“**CAF**”) wishes to announce the forthcoming tender process for the appointment of a provider of agency services in respect of certain CAF National Teams Competitions scheduled between 2026 and 2029 (as defined below, each a “**CAF National Teams Event**”).

Bid Submission Deadline

CAF invites interested bidders to submit their bids, by email, no later than 17H00 Cairo Time on Friday 4 April 2025 (the “**Bid Submission Deadline**”) to the following email addresses: mediasales@cafonline.com and legalaffairs@cafonline.com.

This ITT, including Annexes 1 and 2, contains all necessary information in relation to the available agency services to the Commercial Rights (the “**Commercial Rights**”). CAF thanks you for your interest and looks forward to receiving your bids.

1 INTRODUCTION

The Confederation of African Football (CAF) is pleased to announce a new tender opportunity for the selection of an exclusive Agency for a period of four (4) years to help establish and service a new commercial entity owned 100% by CAF to be dedicated to the management of broadcasting, media, sponsorship, and marketing rights for CAF's prestigious National Teams competitions.

This innovative partnership aims to unlock new opportunities, revenue streams, increase global visibility, and enhance the overall commercial value of CAF's National Teams competitions, including the CAF Africa Cup of Nations (AFCON), the CAF Women's Africa Cup of Nations (WAFCON) and other key Tournaments. The selected Agency will work closely with CAF to build a world-class structure for the sale and distribution of media



rights, sponsorships, and marketing assets, ensuring long-term sustainability and growth for African football.

Through this tender process, CAF seeks to partner with an experienced and forward-thinking Agency with a global and regional proven track record in sports media, sponsorship, and commercial rights management. The selected partner will play a pivotal role in shaping the future of African football's commercial landscape, leveraging both traditional and digital platforms to maximize reach and revenue.

Interested parties are invited to submit proposals detailing their qualifications, vision for the partnership, and strategies for elevating CAF's national Teams competitions to new heights.

Since this is the first "Invitation To Tender" of its kind, interested parties may also submit proposals for CAF's consideration, which are in addition to the responses addressing the specified requirements pursuant to this ITT, and which are essential for the development, sustainability and growth of football on the African Continent and are for the benefit of CAF, African Football and its stakeholders including sponsors, partners and interested parties.

2 COMMERCIAL RIGHTS AGENCY SERVICES OVERVIEW

2.1 CAF National Teams Events

Set out below are the CAF National Teams competitions for which are the subject of this ITT:

Period: 2026-2029

- CAF Africa Cup of Nations (AFCON) 2027
- CAF Africa Cup of Nations (AFCON) 2029
- CAF Africa Women Cup of Nations (WAFCON) 2026
- CAF Africa Women Cup of Nations (WAFCON) 2028
- CAF African Nations Championship (CHAN) 2026
- CAF African Nations Championship (CHAN) 2028
- CAF Africa Cup of Nations U23: 2027
- CAF Africa Cup of Nations U20: 2027 and 2029
- CAF Africa Cup of Nations U17: 2027, 2028 and 2029
- CAF Africa Beach Soccer Cup of Nations: 2026 and 2028



- Futsal Africa Cup of Nations: 2028 (men)

The foregoing lists for each CAF National Teams Event, the currently scheduled number of matches, national teams, format, as well as the scheduled dates and locations is provided at this time on an indicative basis only and is subject to change. The exact match schedule for each of the CAF National Team Events with dates and kick-off times will be confirmed by CAF in due course.

2.2 Bids

Bidders should note that their bid to provide agency services in response to this ITT:

- must be for all of the CAF National Teams Events in the period 2026-2029 offered under this ITT (and not just a selection thereof);
- may be for the Territory as a whole or, at the bidder's discretion, for any one or more countries of the Territory;
- may be submitted on the basis of an exclusive services appointment of the agency in the given country of the Territory as tendered under this ITT, always subject to the carve-outs and excluded rights as notified by CAF; and
- must be submitted by making use of the bidding form attached at Annexe 2 and providing all information requested therein and this ITT.

2.3 Commercial Rights Inventory and Agency Services

Bidders are invited to submit bids for the provision of agency services to CAF either **for all, some, or any combination (as deemed acceptable by CAF)** of the below Commercial Rights Inventory, each as further described in this ITT:

In respect of each of the **CAF National Teams Events**, the Commercial Rights, which the **appointed Agency(ies) may, for and on behalf of CAF, commercialise and provide services for,** comprise, at a maximum:

Each bidder expressly acknowledges that the Commercial Rights Inventory is, in each case, i) subject to availability of the given item and rights at the time of the execution of a formal agreement with the winning bidder; and ii) subject to regulatory approvals.



The appointment of any agency will strictly be subject to any rights which CAF has already placed with third parties. Any such placement of rights with third parties must necessarily be carved-out from any rights granted to the winning agency bidder.

<p>Media Rights</p>	<p>To the extent approved by CAF, any and all media and ancillary rights of whatever nature relating to CAF National Teams Events , including without limitation all forms of visual, audio and/or audio-visual media and electronic communication to the public, in any format, on a free, pay and/or pay basis, for reception on any viewing device, via any storage or delivery mechanism (whether now known or hereafter developed), including without limitation all forms of TV and Digital delivery, for distribution on any channel, service or platform, and including without limitation any such communication to any premises and modes of transportation (eg inflight and in-ship).</p> <p>The bidder shall ensure compliance with applicable competition regulations by offering these rights as unbundled media packages. Where no credible offers for separate broadcasting media are extended to the bidder, the bidder shall immediately notify CAF so that it may seek the required regulatory approvals needed to allow one broadcaster to procure all of CAF's media rights.</p>
<p>Sponsorship Rights</p>	<p>To the extent approved by CAF, any and all sponsorship, official supply and ancillary commercial rights of whatever nature relating to CAF National Teams Events, where a brand or other third party promotes its association with CAF National Teams Events, including without limitation title sponsorship of CAF National Teams Events, any/all official CAF National Teams Events designations and use of all CAF National Teams Events branding, trade marks and associated IP across all CAF National Teams Events n assets as well as all perimeter signage rights (fixed, LED and virtual advertising rights).</p>
<p>Ancillary Rights</p>	<p>To the extent approved by CAF, any and all ancillary commercial rights of whatever nature relating to CAF</p>



	National Teams Events, including without limitation Betting Streaming Rights, Betting Data Rights, Betting Rights, Archive Rights, Immersive Technology Rights, Film Rights, Gaming Rights, Hospitality Rights, Ticketing Rights, and Licensing Rights.
Betting Streaming Rights	To the extent approved by CAF, any and all rights to exploit and distribute the coverage of matches forming part of the CAF National Teams Events to third parties exclusively for betting purposes for use on their respective websites and apps by the following means and media: (a) internet, online, interactive and related multi-media (including virtual image, visualisation and gaming enrichment rights), whether now known or hereinafter invented; (b) WAP, 3G, 4G, 5G and other mobile telephony/mobile communications media, including “tablets” whether now known or hereinafter invented.
Betting Data Rights	To the extent approved by CAF, the right to exploit and distribute scoring, statistical or other data relating to CAF and the CAF National Teams Events to third party licensees exclusively for betting purposes for use in the following means: (i) internet, online, interactive and related multi-media (including virtual image, visualisation and gaming enrichment rights), whether now known or hereinafter invented; (ii) WAP, 3G, 4G, 5G and other mobile telephony/mobile communications media, including “tablets” whether now known or hereinafter invented; and (iii) for use inside retail locations of bookmakers.
Archive Rights	To the extent approved by CAF, the right to broadcast, transmit or otherwise exhibit and exploit and distribute the archive audio-visual material relating to CAF National Teams Events during the Term and/or games played as part of the any editions of AFCON competitions played prior to the start of the Term.



<p>Immersive Technology Rights</p>	<p>To the extent approved by CAF, the right to create, operate, market, promote and distribute any audio-visual offerings, experiences or environments in connection with the CAF National Teams Events which do not present the coverage of the matches of the CAF National Teams Events in a standard two-dimensional broadcast manner, and which include (but are not limited to) Virtual Reality, Augmented Reality and three-dimensional offerings.</p> <p>Virtual Reality means exploitation of any audiovisual programme or material through any apparatus or process, whether now known or hereafter devised, in which the audiovisual programme is presented in a multi-dimensional environment that can be used to view and/or interact with video content by a viewer using a headset or head-mounted display or similar immersive technology.</p> <p>Augmented Reality means any arrangement, apparatus or process, whether now known or hereafter devised, by which an audiovisual programme may be augmented by means of digital objects and/or information being integrated within and/or overlaid onto such audiovisual programme.</p>
<p>Film Rights</p>	<p>To the extent approved by CAF, all rights to create, produce, transmit and/or make available (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by CAF, the CAF National Teams Events.</p>
<p>Gaming Rights</p>	<p>To the extent approved by CAF, the right to record, transmit or access or view a broadcast of the Competitions (i) within betting and/or gambling premises (including hotels, clubs and other similar premises that offer betting and/or gambling facilities) via closed circuit delivery system or another similar means or platform; (ii) in connection with any gambling service or on betting and/or gambling websites, applications or services which are accessible by customers of the relevant betting or gambling service (including any delivery system that is primarily used for providing gambling service); and (iii) within any audio-visual, console, electronic or mobile competition, contest or game which is conducted on any device or by using an interactive game console, whether or not connected to a television and</p>



	which may include (among other things) coverage and/or material based on or deriving therefrom and including any fantasy sports game relating to CAF and the Competitions.
Hospitality Rights	To the extent approved by CAF, the right to approach and engage potential clients/partners of onsite and offsite hospitality packages (i.e. comprising of a match ticket and an additional benefit including without limitation, food, beverage and/or bar or lounge access) that are made available by CAF in relation to the CAF National Teams Events and to be agreed by the parties with a view to entering hospitality agreements with such potential purchasers.
Ticketing Rights	To the extent approved by CAF, the right to market any and all tickets, passes and accreditations to attend any matches taking place as part of CAF National Teams Events including without limitation on a general admission basis.
Licensing Rights	To the extent approved by CAF, the right to license, grant, use, produce or sell anything which incorporates the intellectual property rights subsisting in CAF National Teams Events.

Bidders may bid for any combination of Commercial Rights items or submit multiple bids across the various Commercial Rights. Separate bids must be filled out on a separate bidding form, each being assigned with a separate financial value.

Each bid shall also describe the extent, scope and nature of the services which the bidder proposes to provide to CAF and its nominees in relation to the Commercial Rights. Without limitation, such may include the following: certain or all media rights & betting services; sponsorship rights services; broadcaster servicing & production advisory; venue management services; ticketing services; digital transformation advisory.

2.4 Territory and Languages

Territory: Worldwide.

The following territories are excluded in media / broadcast category but available in other packages:



Bahrain, Iran, Iraq, Jordan, Kuwait, Lebanon, Oman, Palestine, Qatar, Saudi Arabia, Syria, United Arab Emirates, Yemen, Algeria, Egypt, Libya, Djibouti, Mauritania, Morocco, Somalia, South Sudan, Sudan, Tunisia;
France and DROM-POM-COM (French), Andorra, Monaco, Belgium, Luxembourg and Switzerland;

United States (including US territories and possessions on an exclusive basis in the English language only) and Canada
Indonesia, Taiwan, Philippines, Hong Kong, Thailand, Laos, Timor Leste, Cambodia, Malaysia, Singapore, New Zealand and Australia;

Languages: English and all local Languages of the relevant country of the Territory.

For the French language, the following countries in Africa are available on a non-exclusive basis: Democratic Republic of Congo, Mauritius, Egypt, Comoros, Burundi, Djibouti, Eswatini, Eritrea, Ethiopia, Kenya, Libya, Madagascar, Malawi, Rwanda, Seychelles, Somalia, Sudan, Tunisia, Uganda, Zambia, Zimbabwe.

The Sub-Saharan Africa countries not listed above are not available in the French language.

3 EXCLUSIVITY, CARVE-OUTS AND EXCLUDED RIGHTS

3.1 Exclusivity

The agency services for the Commercial Rights tendered under this ITT are available for exercise on an exclusive basis.

If a bidder is appointed to act as the exclusive agency for a given item of the Commercial Rights this means that, subject to the terms of the agency agreement (including any applicable carve-outs and applicable laws), CAF will not authorize a third party in such country(ies) to commercialise the given Commercial Rights item.

3.2 Excluded Rights

For the avoidance of doubt, notwithstanding any carve-outs in the applicable agency agreement, that CAF may decide to exclude certain rights following which such



excluded rights shall be entirely free for exploitation by CAF or its nominated third parties, such as existing media rights partners and commercial affiliates.

4 AGENCY CONTRACTING PROCESS

While details of the agency commercialisation processes may largely depend on the individual nature and business practices of each Commercial Rights item, CAF envisages to appoint agency services provider(s) which largely follow the below contracting process:

- CAF must approve, together with the appointed Agency an overall sales strategy in respect of each Commercial Rights item per country (or group of country) of the Territory.
- The appointed bidder(s) shall regularly consult with CAF as it markets the Commercial Rights (and shall provide CAF periodic reports in this respect).
- CAF shall keep the appointed bidder(s) fully informed of any active claims or disputes with prospective Licensees.
- The appointed bidder(s) shall notify CAF and get approval of proposed deals, having assessed the suitability of, and undertaken appropriate due diligence (including financial and compliance) in relation to, prospective broadcasters, sponsors and other licensees of the Commercial Rights (each a “**Licensee**”).
- Any agreement to be executed with the prospective Licensee(s) for the Commercial Rights items shall be based on CAF approved templates.
- The appointed bidder(s) shall consult with CAF on substantial changes requested by Licensees to such templates.
- The selected bidder(s) will be required to establish and invest in a dedicated Teams of at least 15 full-time employees (or such other dedicated staffing as deemed acceptable by CAF), along with a complete organizational structure, solely focused on supporting CAF’s new commercial entity under CAF supervision.

5 COMMISSION, MINIMUM GUARANTEE AND CASH ADVANCE

5.1 Currency

Each bidder shall propose each of its

- commission fee and/or percentage for the agency services;



- monetary amount of minimum guarantee for the revenues contracted through its commercialisation efforts; **and**
- monetary amount of the cash advance payment to CAF.

All financial commitments must be denominated in United States dollars (USD) or Euros (EUR).

5.2 Taxes

The minimum guarantee and cash advance will be payable by the appointed licensee net of any and all taxes, deductions and withholdings (including territorial withholding tax). There shall be an obligation placed upon the appointed agency(ies) and each licensee to gross-up all payments to CAF.

5.3 Payment Schedule and Financial security

Bidders should be aware that financial security is of the utmost importance to CAF and, as noted in the Bid Assessment Criteria (see 6.1 and 6.9 below), is one of the listed criteria taken into consideration when assessing a bid. Accordingly if a bidder wishes to ensure that its bid is viewed by CAF in the strongest possible terms, it should provide

- i) a proposed “front-loaded” payment schedule for the minimum guarantee and cash advance; and
- ii) a full, unconditional and irrevocable bank guarantee (in the same form as set out in Annexe 1 hereof) from a bank which is reasonably acceptable to CAF. Such bank guarantee shall need to be delivered to CAF within ten (10) working days of countersignature by CAF of the final agency agreement, and shall be required to cover the full amount arising under the agency agreement, excluding the first instalment.

Any alternative forms of financial security will be evaluated on a case-by-case basis and bidders are advised that any such alternative proposal may be viewed by CAF as providing only a limited form of financial security and, as such, may negatively impact upon CAF’s assessment of the relevant bid.

5.4 Rate card



If the appointed agency will not provide the full extent of services required for the management of a given Commercial Rights item, then any remaining services delivered by CAF (or its appointed third party services providers) to the agency or the Licensee(s) shall be subject to applicable rate card costs and the terms of the appointed third party services provider (such as, e.g. a host broadcaster or sponsorship account management provider).

6 Tender Process

6.1 CAF's Bid Assessment Objectives

CAF is looking forward to receiving innovative proposals from interested parties who can demonstrate that they are able to contribute to the fulfilment of CAF's overall objectives as set out below:

- to maximise the audience, distribution and coverage of each of the CAF National Teams Events;
- to optimise and guarantee revenues for the benefit of all CAF stakeholders;
- to enhance the viewers' and visitor's experience through the offering of different and innovative ways to watch and attend each of the CAF National Teams Events and ensuring the stability and enhanced quality of the service; and
- to ensure that the exploitation of each of the Commercial Rights items is consistent with the remainder of CAF's commercial programme, including the rights granted to CAF's Commercial Affiliates and Media Rights Licensees.

6.2 Preparation of the bid / Questions and answers

Each bid must be submitted in accordance with the terms, conditions and procedures set out in this ITT. Without prejudice to the foregoing, CAF reserves the right to consider and/or request alternative proposals from bidders.

CAF may request clarification and/or further information from any or all of the bidders at any time during the tender process by any means it considers appropriate.

Requests from bidders for clarification and/or further information relating to this ITT must be received by CAF:



- by way of electronic mail (e-mail) via mediasales@cafonline.com and legallaffairs@cafonline.com; and
- in the English language.

CAF will, where possible, provide any clarification reasonably requested in relation to the contents of the ITT. CAF's response, if any, will be provided in such form as it considers appropriate. CAF reserves the right to make any such response to any query from any bidder available to all recipients of this ITT but without revealing the identity of the enquirer.

Requests from bidders for clarification and/or further information relating to this ITT should be received by CAF in a timely manner taking into account the Bid Submission Deadline and allowing at least three (3) working days for CAF to reply. Deadline for submitting requests for clarification is two (2) weeks after the day of publication of this ITT.

6.3 Joint bidding

Subject to the remainder of this Section and full compliance with applicable competition and/or anti-trust laws, CAF reserves the right to allow a joint bid for its evaluation. If successful, the parties to the joint bid may be required, at the sole discretion of CAF, to: (i) contract on the basis of a single agency agreement under which the parties shall be jointly and severally liable for their obligations and liabilities; (ii) contract separately; or (iii) structure a head licence with sub-license obligations.

Joint bids will, however, only be considered if, in CAF's sole and absolute discretion, each joint bidder is able to demonstrate that its joint bid objectively helps CAF to achieve each of its objectives as set out within this ITT. CAF reserves the right, at its sole discretion, to request any joint bidder to provide further information to demonstrate the objective necessity of their joint bid and the efficiency gains deriving therefrom.

6.4 Information and supporting documents

Each interested bidder must submit their bid in the English language making use of the bidding form attached at Annexe 2. Without prejudice and in addition to the



foregoing, each bid must contain detailed information and supporting documents relating to:

- the bidder(s), including, but not limited to, ownership structure, shareholdings, financial standing, financing arrangements, track record regarding previous commercialisation as a sports rights agency and status within the sports agency industry;
- confirmation of the Commercial Rights items and Territory;
- the proposed commission, cash advance, and minimum guarantee;
- the proposed financial security pursuant to Section 5.3 of this ITT;
- the proposed new commercial entity structure and company objectives;
- documentation which appropriately evidences that the signatory/signatories to your bid (and any subsequent agency agreement) have the legal authority to bind the bidder in such matters; and
- all laws, regulations, orders and guidelines that are in force in the Territory at the time of the submission of the bid which the bidder believes will, or may, in any way qualify any of the rights, restrictions or requirements set out in this ITT. In this regard, each interested bidder must provide details as to the extent to which, if at all, local applicable laws limit or restrict the freedom of CAF to grant any or all of the Commercial Rights to an agency on an exclusive basis (including but not limited to any "listed/protected events" regulations/laws, and cartel / competition law implications).

6.5 Presentation and delivery of bid

Each bid must be signed by, and on behalf of, the bidder by authorised signatories.

Bids must be submitted to CAF electronically by electronic mail to the following email addresses: mediasales@cafonline.com and legallaffairs@cafonline.com

Each bid must be titled, *"Invitation to Tender – CAF Agency Services for Commercial Rights"*



6.6 Bid Submission deadline

Unless otherwise notified by CAF in writing, bids must be received by CAF by email no later than **17H00 Cairo Time on Friday 4 April 2025**.

CAF will not take any responsibility nor liability in the event that a bid cannot be considered due to incorrect or late submission or technical failures related to email or other potential technical failures of the bid documents.

6.7 Binding nature of bids

All bids submitted to CAF shall be irrevocable and binding upon the relevant bidder until expressly released by CAF in writing.

6.8 Alteration and/or revision of bids

Each bid that is submitted to CAF may not thereafter be altered and/or revised unless otherwise permitted in writing by CAF and on such terms and conditions as CAF may, at its sole discretion, stipulate. Any permitted alterations and/or revisions to a bid (or any part thereof) shall not in any way replace or supersede such bid (or the relevant part thereof) unless otherwise accepted by CAF in writing.

6.9 Evaluation of bids

After the Bid Submission Deadline, CAF intends to consider each submitted bid according to the terms and conditions of this ITT.

Bid Assessment Criteria:

CAF will take into account the following non-exhaustive and non-prioritised list of criteria when considering submitted bids:

- the financial commitment offered by the bidder in response to this ITT;
- the proposed financial security accompanying the offer (noting always that the provision of an appropriate bank guarantee represents CAF's preferred means of financial security). See Section 5.3;
- the financial standing of the bidder including, for example, any past payment record, the bidder's paid-up capital, and proposed payment terms;



- the bidder's proposed exposure for, and willingness to promote each of:
 - the CAF National Teams Events (both individually and as a whole);
 - CAF's Commercial Affiliates; and
 - CAF and its various institutional initiatives;
- the bidder's prior experience in relation to its ability to deliver agency services for events similar to the CAF National Teams Events;
- the bid's compatibility with other bids received under this ITT (if any); and
- the ability and commitment of the bidder to fulfil the commitments and obligations described in this ITT.
- CAF reserves the right to consider bids which vary from this ITT if they are in the interest, and contribute to the development and growth of African football.

Post evaluation:

Following the Bid Submission Deadline, CAF may, at its sole discretion, choose not to accept any of the submitted bids and instead invite further round(s) of bidding, in which case a revised timetable, including revised bid submission deadline(s), shall be communicated by CAF. CAF shall be entirely free to determine the number of rounds of bidding in relation to this ITT as well as the identity and number of bidders in any such subsequent round(s).

After any round(s) of bidding, CAF shall be under no obligation to accept the highest financial bid. Furthermore, CAF shall be free in its absolute and sole discretion to select the bid(s) which most successfully fulfil(s) its objectives and requirements as set out herein.

After any round of bidding, CAF may, at its absolute discretion, take such action as it deems appropriate, including to:

- accept or reject any bids;
- amend the terms of this ITT or issue a supplementary or replacement ITT;
- modify, clarify, re-package, add, consolidate and/or withdraw some or all of the rights and/or obligations set out in this ITT;



- select a shortlist of bidders and/or invite one or more additional rounds of bidding;
- request from bidders clarification or amendment of certain points or issues;
- enter into negotiations with one or more of the bidders on such basis as may be determined by CAF at its sole discretion;
- postpone the continuation of the ITT process, in whole or in part; and/or
- decide not to award, in whole or in part, the rights to which this ITT relates and/or terminate the bidding process.

Selection of the successful bidder(s) will be made at CAF's sole discretion. CAF will not be obliged to provide any reasons for any of its decisions.

6.10 Grant of rights subject to contract

No agency agreement shall be binding on CAF until such agency agreement has, at its absolute discretion, been accepted and fully executed by CAF.

CAF reserves the right at any time, without any obligation to state reasons, to withdraw from negotiations and/or not to counter-sign any agency agreement(s) submitted by the bidders.

6.11 Announcements

CAF shall have the sole right to make any official announcements in relation to this ITT, the negotiation of any agency agreement and the appointment of successful bidder(s). For the further avoidance of doubt, no party responding to this ITT (including the successful bidder(s)) shall make any public announcement in relation to this ITT, the negotiation of any agency agreement and/or the appointment of the successful bidder(s) without the prior written consent of CAF. A breach of this condition will entitle CAF to resort to any available legal recourse in addition to the right to discard the bidder's offer.

6.12 Costs

Each bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its bid(s), any responses to requests for further



information by CAF and/or its associates and any negotiation with CAF and/or its associates following receipt by CAF of its bid(s).

7 LEGAL PROVISIONS

7.1 Definitions and interpretation

In this ITT:

- capitalised expressions have the meanings ascribed to them in this ITT unless the context otherwise requires;
- any reference to a “person” or to an “entity” or to a “third party” or to an “organisation” includes any individual, company, body corporate, corporation (sole or aggregate), government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others;
- any reference to a “Section” is a reference to a section of this ITT; and
- any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, “e.g.”, “such as” or any similar expression shall not limit the sense of the words preceding or superseding those terms.

7.2 Acceptance of terms and conditions

Each bidder irrevocably and unconditionally accepts and agrees that, by submitting a bid, it agrees to be bound by the provisions and procedures, and terms and conditions (including the outcome), of this ITT.

7.3 Accuracy of bid information

Each bidder warrants, represents and undertakes to CAF that:

- all information contained in its bid(s) will be complete and accurate in all respects and shall not be false or misleading; and
- if, following submission of its bid(s), there are any changes in such bidder’s circumstances that may affect any of the information contained in the bid, the



bidder shall promptly notify CAF in writing setting out the relevant details in full.

If CAF considers that any bidder is, or may be, in breach of this Section 7.3, CAF shall, without prejudice to any other rights or remedies that may be available to it, be entitled to withdraw from any discussions or negotiations with such bidder and/or to reject its bid(s), in each case without any requirement to give such bidder any notice and without liability on the part of CAF to such bidder.

7.4 Financial terms and indemnity

The financial commitments to CAF offered by the successful bidder(s) shall be paid by wire transfer into such bank account(s) as CAF may specify from time to time. The successful bidder(s) shall indemnify, and keep fully and effectively indemnified, CAF and its affiliates and officers from and against all obligations on CAF in respect of taxes, customs, duties, levies, imposts and any other charges arising from, and/or in connection with, the exercise by the successful bidder(s) of the rights and opportunities granted to it pursuant to the agency agreement and the discharge of any and all obligations imposed on the successful bidder(s) by this ITT.

7.5 Invitation to tender

This ITT (including all documents referred to herein and all related communications made by CAF or its associates or their respective sales representatives, employees or representatives) is no more than an invitation to tender for the agency services in relation to the Commercial Rights and does not confer any rights to, create any legally binding agreement with, nor constitute an offer that is capable of acceptance by, any entity or recipient of this ITT with regard to the agency services and/or the Commercial Rights.

7.6 No warranties, representations or undertakings

This ITT is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against CAF and/or its associates or their respective agents, employees and/or representatives. In particular, all dates referenced herein are indicative only and CAF expressly reserves the right to disregard and/or postpone any date herein without consulting and/or notifying any bidder and without incurring any liability whatsoever.



7.7 No insurance

Each bidder acknowledges and agrees that CAF, its associates and their respective agents, employees and representatives shall have no obligation whatsoever to obtain or to maintain any form of insurance cover in respect of the cancellation, partial cancellation, postponement, relocation or curtailment of any of the CAF National Teams Events (or any part thereof) or failure of any transmission signal.

7.8 Accuracy of ITT

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

7.9 Ownership of bid information

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

7.10 Amendment and withdrawal of ITT

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

7.11 Confidentiality



Each bidder agrees to keep confidential, and agrees to ensure that its professional advisors also keep confidential, all matters relating to this tender process. In particular, each bidder shall not disclose to any person any information in whatever form (including written, oral, visual or electronic) relating directly or indirectly to the contents of this ITT, its bid(s), any agency agreement and all correspondence, communications, discussions or negotiations between CAF and the bidder in relation thereto.

Each bidder shall not make any press announcement or other statement relating to this tender process and/or its bid(s) without the prior written consent of CAF.

7.12 Governing law and jurisdiction

This ITT and any agency agreement entered into pursuant to a successful bid shall be governed by, and construed in accordance with, Swiss law. All disputes in connection with the ITT, and/or any documents referred to herein and/or any agency agreement are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Rules of Arbitration of the International Chamber of Commerce. The seat of the arbitration shall be Paris, France and the language of the proceedings shall be English. For the avoidance of any doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

7.13 Anti-Corruption

The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with applicable anti-bribery and anti-corruption laws.

7.14 Survival of terms

For the avoidance of doubt, the provisions, undertakings and waivers outlined in Sections 7.8, 7.9, 7.10, 7.11 and 7.12 shall survive the termination or conclusion of the tender process and the release by CAF of the binding offers contained in each bid.



Annexe 1

BANK GUARANTEE TEMPLATE

[Date]

Confédération Africaine de Football (CAF)
3 Abdel Khalek Sarwat Street
El Hay El Motamayez
P.O. Box 23
12566
6th of October City
Egypt

Dear Sirs

Pursuant to the agency agreement (the "**Agreement**") entered into between Confédération Africaine de Football (CAF) (hereinafter referred to as "**CAF**") and [XX] (hereinafter referred to as the "**Licensee**") on [insert date], CAF has licensed to the Licensee certain commercial rights arising from, and in connection with certain selected CAF national teams football events, as defined in the Agreement.

In consideration of such grant, the Licensee agreed to pay to CAF the net monetary amount of [insert relevant amount in words and numerically] (the "**Cash Advance**") and the net monetary amount of [insert relevant amount in words and numerically] (the "**Minimum Guarantee**") (together the "**Rights Fee**"). For the purpose of securing the payment of the Rights Fee, the Licensee agreed to procure the provision to CAF of an irrevocable and unconditional bank guarantee on the terms and conditions set out in the Agreement.

We, [insert full registered name of financial institution], hereby irrevocably and unconditionally agree, not merely as a surety, to pay and satisfy to CAF, its successors and/or assignees on first demand, irrespective of the validity, enforceability, variation, transfer / assignment (of any rights or obligations thereunder), termination, or the legal effect of the Agreement and waiving any and all rights of objection and defence (including, without limitation, the right to set-off), any amount up to (and including):

[insert relevant amount in words and numerically (being the total Rights Fee less the first instalment)]

forthwith upon receipt of written request from CAF (or its successors and/or assignees) for payment together with written confirmation by CAF (its successors and/or assignees)



stating that the amount so claimed by CAF (or its successors and/or assignees) thereunder has become due for payment by the Licensee and that such amount was not received (in cleared funds) by CAF (or its successors and/or assignees) on or before the relevant payment date as required under the Agreement.

All payments by us under this guarantee shall be made free and clear of, and without deduction or withholding for, or on account of, any taxes, currency control restrictions, assessments, excises, imposts, governmental charges, duties or other withholdings of any nature whatsoever. We shall be solely responsible for any and all such deductions or withholdings and, to the extent that we are required to make such deductions or withholdings, we shall gross up the relevant amount to ensure that CAF receives and retains (free of any liability in respect of such deduction or withholding), the full cash amount that it would otherwise have been entitled to receive.

The total amount of this guarantee will be reduced by any payment made by Licensee in accordance with the terms of the Agreement.

This guarantee is valid and enforceable at any time from the date of this letter and shall expire on:

- a) the date on which CAF receives, in relation to the Agreement, the amount to which this guarantee relates (in cleared funds) in its designated account;
or
- b) the thirtieth (30th) working day after the date upon which the final Rights Fee instalment is to be received (in cleared funds) in CAF's designated account pursuant to the terms of the Agreement;

whichever is the earlier.

This guarantee is governed by the laws of Egypt and we hereby irrevocably submit to the exclusive jurisdiction of the courts of Egypt.

Yours faithfully

For and on behalf of

[XX]



Authorised Signatory

Name:

Title:

Date:

Authorised Signatory

Name:

Title:

Date:



Annexe 2

AGENCY BIDDING FORM

(see separate annexure)

