

FIFA REGULATIONS

for the selection of the venue for
the final competition of the
2026 FIFA World Cup™

(“Regulations”)

FIFA®

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1. Purpose of these Regulations

1.1. Decision of the FIFA Congress

The 67th FIFA Congress decided that based on specific regulations to be issued by the Council:

- (i) the FIFA general secretariat shall establish a bidding procedure inviting initially the member associations of CONCACAF, CAF, CONMEBOL and the OFC to express by 11 August 2017 their interest in submitting to FIFA a bid to host the final competition of the 2026 FIFA World Cup™. The 68th FIFA Congress will decide on the selection of the candidate host association(s); and
- (ii) should the 68th FIFA Congress decide to not select any candidate host association(s), the FIFA general secretariat will invite further member associations, including the member associations of the AFC and UEFA and excluding those member associations that submitted a bid initially, to submit a bid to host the final competition of the 2026 FIFA World Cup™.

1.2. These Regulations

These Regulations shall govern the empowerment of the FIFA general secretariat to establish a fair and transparent bidding procedure in accordance with article 69 par. 2 a) to d) of the FIFA Statutes and define in detail the requirements for the hosting of the 2026 FIFA World Cup™ as well as the criteria for selecting the host association(s) of the final competition of the 2026 FIFA World Cup™ (the "**Bidding Procedure**").

2. FIFA World Cup™

FIFA is the founder of the FIFA World Cup™ and owns any and all rights in and to the FIFA World Cup™.

The FIFA World Cup™ is one of the most popular and prestigious sports events in the world and FIFA's flagship tournament. Given its magnitude and global significance, the FIFA World Cup™ is able to leave behind a meaningful legacy in the host country through positive economic and social effects and the development of sustainable sports and other infrastructure or further legacy and sustainability effects. To maintain and develop the unique status of the FIFA World Cup™ at the highest level of international quality, it is the objective of FIFA to secure the best possible hosting conditions in the host country for each edition of a FIFA World Cup™.

The final competition of the 23rd edition of the FIFA World Cup™ will take place with 48 participating teams and is currently scheduled, but not finally confirmed, to be staged in June and/or July 2026.

3. Bidding procedure

3.1. General principle

FIFA shall establish a fair and transparent Bidding Procedure to award the right to host the final competition of the 2026 FIFA World Cup™, which consists of two phases:

- a) in a first phase, the FIFA general secretariat shall exclusively invite the member associations affiliated to CONCACAF, CAF, CONMEBOL and the OFC to submit to FIFA a bid to host the final competition of the 2026 FIFA World Cup™; and
- b) if necessary, in a second phase, the FIFA general secretariat shall invite further member associations to submit to FIFA a bid to host the final competition of the 2026 FIFA World Cup™, including the member associations affiliated to the AFC and UEFA, with the sole exclusion of the member associations that submitted a bid initially in the first phase of the Bidding Procedure.

The second phase of the Bidding Procedure shall only be conducted in the event that either (i) the FIFA Congress decides not to select any of the member associations that submitted to FIFA a bid to host the final competition of the 2026 FIFA World Cup™ in the first phase of the Bidding Procedure (the “**Candidate Host Associations**”); or (ii) the first phase of the Bidding Procedure is ceased at an earlier date, in particular by withdrawal of the Candidate Host Associations.

Unless explicitly referring to the first or second phase of the Bidding Procedure, article 3 pars 2 to 5 below shall apply to both phases of the Bidding Procedure, which shall follow the procedure below:

- (i) the invitation by the FIFA general secretariat addressed to all qualified member associations in accordance with article 3 par. 3 below to express:
 - a) by 11 August 2017 in the first phase of the Bidding Procedure; and
 - b) if applicable, by a date to be determined by the FIFA general secretariat in the second phase of the Bidding Procedure;an interest in hosting the final competition of the 2026 FIFA World Cup™ and the preparation and submission of the bids to FIFA by the qualified member associations;
- (ii) the evaluation of all submitted bids by the dedicated bid evaluation task force (cf. article 3 par. 5 below);
- (iii) the designation of bids by the FIFA Council (cf. article 3 par. 6 below); and
- (iv) the final decision of the FIFA Congress to select the host association(s) of the final competition of the 2026 FIFA World Cup™ (cf. article 4 below).

3.2. Elements of the bidding procedure

As part of the Bidding Procedure, the template “Bidding Registration” document, which is part of these Regulations as Appendix shall be executed by each member association that expressed its interest in submitting to FIFA a bid to host the final competition of the 2026

FIFA World Cup™. In the template “Bidding Registration” document, the FIFA general secretariat has defined in detail:

- (i) the requirements for the Bidding Procedure to ensure a fair and transparent Bidding Procedure, including the establishment of mandatory rules and timelines and the determination of specific procedures and requirements with the objective of securing the highest standards of ethical behaviour by all parties involved in the Bidding Procedure;
- (ii) the criteria on the basis of which the FIFA Council shall designate bids to be submitted to the FIFA Congress for its selection decision and on the basis of which the FIFA Congress shall select the host association(s) of the final competition of the 2026 FIFA World Cup™, including procedural, operational, economic, infrastructural, political, humanitarian, social and football development-related aspects; and

3.3. Hosting requirements

Based on the high-level hosting requirements as approved by the FIFA Council, as part of the Bidding Procedure, the FIFA general secretariat shall define in detail the requirements for hosting the final competition of the 2026 FIFA World Cup™ in such a manner as to secure the best possible hosting conditions in the host country, including to maintain and develop the unique status of the FIFA World Cup™ at the highest level of international quality and to secure the financial income of FIFA to conduct FIFA’s statutory tasks.

3.4. Qualified member associations

In accordance with article 69 par. 4 of the FIFA Statutes and the related decision of the 67th FIFA Congress:

- a) in the first phase of the Bidding Procedure, all member associations affiliated to CONCACAF, CAF, CONMEBOL and the OFC; and
- b) if applicable, in the second phase of the Bidding Procedure, the member associations affiliated to any confederation, including the member associations affiliated to the AFC and UEFA, except for the Candidate Host Associations;

may participate in the Bidding Procedure and be awarded the right to host the final competition of the 2026 FIFA World Cup™.

3.5. Submission and evaluation of bids

All qualified member associations participating in the respective phase of the Bidding Procedure may prepare and submit a joint or individual bid in compliance with the rules and timelines of the Bidding Procedure. FIFA shall establish a dedicated task force for the evaluation of all bids which are submitted to FIFA in compliance with the rules and timelines of the Bidding Procedure. The chairman of the Audit and Compliance Committee, the chairman of the Governance Committee, one member of the Organising Committee for FIFA Competitions and certain members of the FIFA general secretariat with relevant expertise shall form the dedicated bid evaluation task force. The dedicated bid evaluation task force shall conduct at least one official inspection visit in each of the bidding countries.

Based on its best judgement and a pre-determined method for evaluation, the dedicated bid evaluation task force shall submit to the FIFA Council and the FIFA Congress a report evaluating the compliance of all bids with the Bidding Procedure and the requirements for

hosting the event, in particular indicating in what manner and to what extent a bid fulfils the requirements of FIFA to secure the best possible hosting conditions in the host country, including to maintain and develop the unique status of the FIFA World Cup™ at the highest level of international quality and to secure the financial income of FIFA to conduct FIFA's statutory tasks.

FIFA shall exclude a Candidate Host Association from the Bidding Procedure in the event that the dedicated bid evaluation task force determines a material failure by such Candidate Host Association to comply with pre-determined minimum requirements for hosting the final competition of the 2026 FIFA World Cup™.

FIFA shall make public its evaluation report with respect to all submitted bids.

3.6. Designation of bids

- (i) In accordance with article 69 par. 2 c) of the FIFA Statutes, the FIFA Council shall review the bids and the evaluation report and designate, based on its best judgement and taking into consideration the defined criteria for the selection decision, a maximum of three (3) bids for submission to the FIFA Congress for its final decision. The result of each ballot and the related votes by the members of the FIFA Council shall be open and made public.
- (ii) In the event that a member of the FIFA Council has a conflict of interest, such member shall not perform their duties in connection with the Bidding Procedure for the hosting of the final competition of the 2026 FIFA World Cup™, and shall in particular decline to participate in the voting process of the FIFA Council for the designation of the bids. A member of the FIFA Council shall, in particular, be considered to have a conflict of interest if they represent a member association that submitted a bid or are a national of such member association's country.

Members of the FIFA Council who decline to perform their duties in connection with the Bidding Procedure for the hosting of the final competition of the 2026 FIFA World Cup™ shall notify the FIFA general secretariat immediately.

4. Selection of the host association(s)

4.1. Selection decision

The FIFA Congress shall review the evaluation report received as part of the respective phase of the Bidding Procedure. Based on their best judgement and taking into consideration the defined criteria for the selection decision, the FIFA Congress shall select the host association(s) of the final competition of the 2026 FIFA World Cup™ pursuant to article 69 par. 2 d) of the FIFA Statutes.

FIFA shall make public an electronic version of each bid book submitted to FIFA in compliance with the rules and timelines of the Bidding Procedure.

4.2. Conflict of interest

In the event that a delegate of the FIFA Congress has a conflict of interest, such delegates shall not perform their duties in connection with, and the member association represented by such delegate shall decline to participate in, the voting process of the FIFA Congress for the decision to award the right for the hosting of the 2026 FIFA World Cup™. Delegates

of the FIFA Congress shall, in particular, be considered to have a conflict of interest if they represent a member association whose bid is subject to the designation by the FIFA Council pursuant to article 3 par. 5 above for submission to the FIFA Congress for its final decision to select the host association(s) of the 2026 FIFA World Cup™, or are a national of such member association's country.

Delegates of the FIFA Congress who decline to perform their duties in connection with the bidding procedure for the hosting of the 2026 FIFA World Cup™ shall notify the FIFA general secretariat immediately.

5. Bid rules of conduct

5.1. General principle

The FIFA Code of Ethics applies to all officials, such as the members of the FIFA Council, the delegates of the FIFA Congress, the members of the FIFA general secretariat as well as the representatives of all member associations of FIFA. As part of the "Bidding Registration" document, the FIFA has defined in detail the "Bid Rules of Conduct" governing any activities of the representatives of the Candidate Host Associations, any of their bid consultants and nominees and specifying in connection with the Bidding Procedure for such individuals the general rules contained in the FIFA Code of Ethics and the FIFA Code of Conduct.

5.2. Specification of the FIFA Code of Ethics

Specifying the FIFA Code of Ethics, in relation to the Bidding Procedure all persons bound by the FIFA Code of Ethics shall support FIFA to ensure a fair and transparent Bidding Procedure with no undue influence on the designation of bids by the FIFA Council and/or the selection of the host association(s) by the FIFA Congress in violation of the "Bid Rules of Conduct" by, in particular:

- (i) conducting their own activities in relation to the Bidding Procedure in accordance with basic ethical principles such as integrity, responsibility, trustworthiness and fairness;
- (ii) rejecting any attempt to be influenced in relation to their function and obligations in relation to the Bidding Procedure;
- (iii) rejecting any gifts offered by any Candidate Host Associations, any of their bid consultants and/or nominees, unless such gift:
 - a) only has symbolic or trivial value;
 - b) excludes any influence for the execution or omission of an act that is related to their official activities or falls within their discretion;
 - c) is not contrary to their duties;
 - d) does not create any undue pecuniary or other advantage; and
 - e) does not create a conflict of interest;
- (iv) in case of an employee, representative, consultant of, or person by any other means affiliate to, a Candidate Host Association, refraining from making any written or oral statements of any kind, whether adverse or otherwise, in relation to the bids of other member associations that expressed their interest in submitting to FIFA a bid to host the final competition of the 2026 FIFA World Cup™ or other Candidate Host Associations;

- (v) refraining from collaborating or colluding with any Candidate Host Associations, other member association or confederation or any other third party with a view to unfairly influencing the outcome of the Bidding Procedure, in particular by entering into any kind of agreement with any Candidate Host Associations, other member association or confederation in regards to the behaviour during the Bidding Procedure and other bidding processes organised by FIFA or any third party in a manner which may otherwise influence the Bidding Procedure;
- (vi) refraining from accepting any kind of support or development programme or further initiative containing any kind of financial or commercially beneficial contributions to single or multiple members of the football community which may unduly affect the integrity of the Bidding Procedure; or
- (vii) refraining from organising and/or staging, or agreeing to commercial terms in relation to commercial rights to, friendly matches with the representative teams of any Candidate Host Associations or friendly matches with football clubs in a manner which may be considered as unduly influencing the Bidding Procedure.

All persons bound by the FIFA Code of Ethics shall immediately disclose to FIFA any activities by the Candidate Host Associations, any of their bid consultants and/or nominees in relation to the Bidding Procedure that may adversely affect the fairness of the Bidding Procedure and/or may cause any undue influence on the outcome of the Bidding Procedure.

The FIFA Code of Ethics shall remain entirely in force and shall not be superseded or replaced by the provision of this article 5 of these Regulations.

6. FIFA Ethics Committee

6.1. Competence

The investigatory chamber of the FIFA Ethics Committee is, on its own initiative and at its full and independent discretion, competent (i) to investigate as to whether any activities in connection with both phases of the Bidding Procedure are of an unethical nature in violation of the FIFA Code of Ethics, these Regulations or other specific rules of conduct to be established by the FIFA general secretariat and (ii) to impose sanctions as set forth in the FIFA Code of Ethics for any breaches of the FIFA Code of Ethics or of such other specific rules of conduct.

6.2. Representative of the FIFA Ethics Committee

The FIFA Ethics Committee shall appoint one of its members to act on behalf of the FIFA Ethics Committee and as its first point of contact and main liaison with the member associations, other stakeholders and FIFA throughout both phases of the Bidding Procedure in order to monitor whether any related activities are of an unethical nature or are in violation of any specific rules of conduct.

6.3. Cooperation

Upon request by the FIFA Ethics Committee, the members of the FIFA Council as well as the delegates of the FIFA Congress shall fully cooperate with and support any audit or inquiry conducted by the FIFA Ethics Committee in such a manner as required under article 41 of

the FIFA Code of Ethics and shall, in particular, provide, in a timely manner, any information or document required to be disclosed.

7. Miscellaneous

7.1. Language and diverging texts

These Regulations exist in the four official FIFA languages (English, French, German, Spanish). In the case of any discrepancy in the interpretation of the English, French, German or Spanish texts of these Regulations, the English text will be authoritative.

7.2. No waiver

Any waiver by FIFA of any breach of these Regulations (including of any document referred to in these Regulations) shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of these Regulations or any other document. Any such waiver shall only be valid if given in writing. Failure by FIFA to insist upon strict adherence to any provision of these Regulations, or any document referred to in these Regulations, on one or more occasions shall not be considered to be a waiver of, or deprive FIFA of the right to subsequently insist upon strict adherence to, that provision or any other provision of these Regulations, or any document referred to in these Regulations.

7.3. Enforcement

- (i) These Regulations were approved by the Bureau of the FIFA Council on 6 September 2017 and came into force with immediate effect.
- (ii) These Regulations replace in full the "FIFA Bidding Regulations for the Bidding Procedure for the Right to Host and Stage the 2026 FIFA World Cup™" adopted on 28 and 30 May 2015 and in force with immediate effect.

Zurich, __ October 2017

For FIFA

President:
Gianni Infantino

Secretary General:
Fatma Samoura

Appendix 1

Template "Bidding Registration"

BIDDING REGISTRATION

regarding the submission of Bids
for the hosting and staging of the

2026 FIFA World Cup™

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1. INTRODUCTION

1.1 FIFA and the Member Association(s)

- (i) FIFA is the world governing body for the sport of Association Football, which it promotes on a worldwide basis through its development programmes as well as by organising, supervising and promoting international Association Football competitions.
- (ii) It is FIFA's vision to promote the game, protect its integrity, and bring the game to all. All of FIFA's activities are aligned with this vision and are supported by the following FIFA key objectives as outlined in the FIFA Statutes:
 - a) to improve the game of football constantly and promote it globally in the light of its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes;
 - b) to organise its own international competitions;
 - c) to draw up regulations and provisions governing the game of football and related matters and to ensure their enforcement;
 - d) to control every type of Association Football by taking appropriate steps to prevent infringements of the Statutes, regulations or decisions of FIFA or of the Laws of the Game;
 - e) to use its efforts to ensure that the game of football is available to and resources for all who wish to participate, regardless of gender or age;
 - f) to promote the development of women's football and the full participation of women at all levels of football governance; and
 - g) to promote integrity, ethics and fair play with a view to preventing all methods or practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, players, officials and member associations or give rise to abuse of Association Football.
- (iii) FIFA is the creator of all FIFA competitions, including the Competition, and has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised. FIFA is the sole owner of any and all commercial and other rights related thereto. The revenues generated by FIFA from the exploitation of these rights represent FIFA's main source of income to fulfil its statutory tasks. The Competition forms part of FIFA's commercial programme for the 2023 to 2026 cycle.
- (iv) Based on the empowerment by the FIFA Council, FIFA has invited the eligible member associations to express an interest in participating in, and to register for, the Bidding Process to be awarded the right that the Competition is hosted in the Host Country/Host Countries.
- (v) The undersigning Member Association(s) has/have each submitted individually

to FIFA an Expression of Interest for the hosting and staging of the Competition in the Host Country/Host Countries and received from FIFA the template Bidding Registration. In the individual Expression of Interest, each Member Association has expressed its intention to submit a Single Bid or a Joint Bid. In order to participate in the Bidding Process, all Member Associations who submitted individually to FIFA an Expression of Interest are requested to submit to FIFA:

- a) in case of a Single Bid an individually executed version of this Bidding Registration; or
- b) in case of a Joint Bid a version of this Bidding Registration jointly executed by all Member Associations.

1.2 Competition

This Bidding Registration governs the first phase of the Bidding Process as referred to in Clause 3.2 below for the selection of the host countries for the final competition of the 2026 FIFA World Cup.

1.2.1 FIFA World Cup

Subject to the FIFA Council's final decision on the format and dates of the 2026 FIFA World Cup referred to in Clause 1.2.3 below, it is expected that:

- (i) the final competition of the 23rd edition of the 2026 FIFA World Cup will be staged in June and/or July of the year 2026;
- (ii) forty-eight (48) teams will participate in the 2026 FIFA World Cup; and
- (iii) the 2026 FIFA World Cup will feature at least eighty (80) matches.

1.2.2 FIFA World Cup Tests

Subject to the FIFA Council's final decision, FIFA is entitled to award, and the Member Association(s) shall in such case accept the hosting and staging of, additional FIFA competition(s), or parts of the preliminary competition of the FIFA World Cup, as operational test(s) for the Competition. The format and dates of such test(s) will be determined by the FIFA Council. It is expected that the test(s) will be staged in the Host Country (in case of a Single Bid) or in one or all of the Host Countries (in case of Joint Bids).

In the event that a test is awarded by FIFA, the Member Association(s) agree(s) and acknowledge(s) that, subject to a reasonable adaptation and taking into account the reduced scope of the hosting and staging of such test, the hosting requirements as reflected under the Hosting Documents shall apply, directly and without any limitation, to the test awarded by FIFA.

1.2.3 Final Decision on Format and Dates

The final decision on the format and dates of the Competition is vested with the FIFA Council, which will make such final decision at a later stage.

1.3 **Entry Conditions for interested Member Association(s)**

The 67th FIFA Congress decided that, based on specific regulations issued by the FIFA Council:

- (i) the FIFA general secretariat shall establish a bidding procedure inviting initially the member associations of CONCACAF, CAF, CONMEBOL and the OFC to express by 11 August 2017 their interest to submit to FIFA a bid to host the Competition. The 68th FIFA Congress will decide on the selection of the candidate member associations; and
- (ii) should the 68th FIFA Congress decide to not select any candidate member association(s), the FIFA general secretariat will invite further member associations, including the member associations of AFC and UEFA and excluding those member associations that submitted a bid initially, to submit a bid to host the Competition.

1.4 **Purpose of Bidding Registration**

- (i) The purpose of this Bidding Registration is for those member associations who have expressed an interest in hosting and staging the Competition to:
 - a) help to understand the Bidding Process and the Selection Criteria which will be applied by FIFA to evaluate the bids and select the host country or host countries of the Competition; and
 - b) state their unconditional acceptance of, and agreement to, all provisions, procedures, terms and requirements set out in this Bidding Registration (including the eventual outcome of the Bidding Process for the right to host and stage the Competition).
- (ii) It is FIFA's intention that this Bidding Registration will also help interested member associations to determine whether they wish to continue or abandon their participation in the Bidding Process.

2. **BIDDING DOCUMENTS**

2.1 **Required Bidding Documents**

2.1.1 Bidding Registration

- (i) This Bidding Registration will be provided to those member associations who have individually submitted to FIFA an Expression of Interest in a timely manner.

In order to be entitled to participate in the Bidding Process, the interested member associations are required to:

- a) either, in case of a Single Bid, individually sign and initial all pages of this Bidding Registration; or
- b) in case of a Joint Bid, jointly sign and initial all pages of this Bidding Registration; and

return to FIFA such number of duly executed originals of this Bidding Registration to ensure that FIFA and each of the undersigning Member Associations receive one original each.

- (ii) By written agreement and acknowledgement by FIFA of the duly executed original of this Bidding Registration, the Member Association(s) will be considered "Bidding Association(s)" for the purpose of the Bidding Process.

2.1.2 Bidding Agreement

The Bidding Agreement is the agreement which is required to be entered into between FIFA and the Member Association(s) and pursuant to which the Member Association(s) shall submit to FIFA a Bid. The Bidding Agreement will set forth in detail the content, agreements and information required to be included into the Bid. The Bidding Agreement will be based on the Bidding Regulations and the decision by the FIFA Council regarding the content, agreements and information required to be included into the Bid.

2.1.3 Bid Book

- (i) The Bid Book is a document to be submitted to FIFA by the Member Association(s) pursuant to the terms of this Bidding Registration and the Bidding Agreement. The Bid Book shall be structured in the chapters and sections, contain such content and information, be in such format and meet such additional requirements as specified in the Bidding Agreement. The Bid Book shall comprise a Bid Book Executive Summary as a separate enclosure.
- (ii) In case of a Joint Bid, the Member Associations shall provide certain parts of the information required in the Bid Book separately specifying the relevant information for each of the Host Countries.
- (iii) Pursuant to Clause 12.7.2 below, FIFA will make the Bid Book and the Bid Book Executive Summary publicly available on www.fifa.com, another Digital Platform or otherwise.

2.1.4 Bid Information Templates

- (i) In addition to the Bid Book, the Member Association(s) shall provide certain Bid Information Templates. The Bid Information Templates shall contain, in a standardised manner, certain operational, technical and other detailed information as listed in the relevant Bid Information Template. The main purpose of the Bid Information Templates is to facilitate the evaluation of the bids by FIFA pursuant to Clause 3.5 below and to enable FIFA to make use of

such operational, technical and other detailed information for the operational delivery of the Competition.

- (ii) The Bidding Agreement will specify:
 - a) further details of the content of the Bid Information Templates for the Bid; and
 - b) in respect of Joint Bids, any information required in separate Bid Information Templates for each of the Host Countries.

2.1.5 Hosting Documents

- (i) In addition to the Bid Book, the Member Association(s) shall provide the following Hosting Documents, which are required to be unilaterally executed and initialled by the relevant legal entity:
 - a) Hosting Agreement individually executed by the Member Association in case of a Single Bid or jointly executed by each of the Member Associations in case of a Joint Bid;
 - b) Government Guarantees, Government Declaration, Government Vision Statement and Government Legal Statement to be issued and individually executed by the relevant governmental authority of the Host Country (in case of a Single Bid) or each of the Host Countries (in case of a Joint Bid);
 - c) Host City Agreements executed by the respective Host City Authority;
 - d) the Host City Declaration and the Host City Vision Statement to be issued and individually executed by the relevant Host City Authority ;
 - e) Stadium Agreements executed by the respective Stadium Authority;
 - f) Training Site Agreements executed by the respective Training Site Authority;
 - g) Hotel Agreements executed by the respective Hotel Authority;
 - h) Airport Agreements executed by the respective Airport Authority; and
 - i) Legal Opinion concerning the Host Country (in case of a Single Bid) or each of the Host Countries individually submitted by a local attorney practicing in the respective Host Country as set forth in the Bidding Agreement.
- (ii) Further details of the content of the Hosting Documents will be specified in the Bidding Agreement.

2.2 Formal Requirements for all Bidding Documents

2.2.1 Template Documents and Structures

- (i) Subject to Clause 2.2.1 (ii) and (iii) below, if any template documents or template structures are provided by FIFA, deviations from such templates are not permitted and FIFA may not consider the Bid, or parts of it, pursuant to this Bidding Registration.
- (ii) In exceptional cases, a deviation from the template documents or template structures provided by FIFA, such as the template Bidding Agreement and Hosting Agreement, including any Bidding Documents annexed to, or referred to in, the Bidding Agreement or Hosting Agreement, is permitted:
 - a) to the extent, that due to the specific characteristics of the Bid, a deviation from such template documents or template structures is deemed necessary by FIFA, at its sole discretion, in order to achieve a result which corresponds to the fullest possible extent to the purpose of such documents and structures; or
 - b) in the event that, based on a specific written request by the Member Association(s), FIFA agrees in writing upon a specific deviation from a template document or template structure.
- (iii) In any case of a deviation pursuant to Clause 2.2.1 (ii) above, the Member Association(s) agree(s) and acknowledge(s) that irrespective of FIFA's agreement, the 2026 Bid Evaluation Task Force will:
 - a) take into consideration the potentially positive and adverse implications resulting from any such deviation for the hosting the Competition; and
 - b) explicitly address any such deviation and the implications resulting therefrom in its Bid Evaluation Report set out in Clause 3.5 below.

2.2.2 Unconditional Bids

The Bid, including all Bidding Documents submitted to FIFA by the Member Association(s), may not be subject to any conditions or other reservations.

2.2.3 Alteration of Bids

Upon submission of the Bid Book as set out in Clause 2.2.5 below, a Bid submitted to FIFA may not be altered and/or revised, unless requested by FIFA in writing on such terms and conditions as specified by FIFA.

2.2.4 Authorisation

The Member Association(s) shall provide FIFA with sufficient written proof by local counsel that the signatories of any Bidding Document are legally authorised to represent the Member Association(s) or any further third party executing the respective Bidding Document. Unless such written proof is required to be provided to

FIFA as part of the Legal Opinion, the Member Association(s) shall provide such written proof separately to FIFA together with the relevant Bidding Document.

2.2.5 Timelines

- (i) Aside from this Bidding Registration, FIFA envisages to provide the Member Association(s) with all further Bidding Documents by the end of September 2017.

Subject to the condition that the Member Association(s) has/have submitted to FIFA a duly executed version of Expression of Interest and this Bidding Registration and irrespective of the date of the provision of such further Bidding Documents, FIFA may, at its sole discretion, provide the Member Association(s) with certain information regarding the requirements for the hosting and staging of the Competition in the Host Country/Host Countries, including parts of, or certain, Bidding Documents, at an earlier date, aiming to enable the Member Association(s) to prepare the Bid.

- (ii) The Bidding Documents shall be submitted to FIFA by the Member Association(s) by the following deadlines:

Document	Deadline
Bidding Registration (including any ancillary documents requested by FIFA)	15 October 2017
Bidding Agreement	30 November 2017
Bid Book (including Bid Book Executive Summary)	16 March 2018
Bid Information Templates	16 March 2018
Hosting Documents	16 March 2018

- (iii) All above-mentioned deadlines expire on **17:00 CET** (Central European Time) and are final.

2.2.6 Delivery of Bidding Documents

The following formal requirements pursuant to Clauses 2.2.6.1 to 2.2.6.3 below for the delivery of the Bidding Documents shall apply to all Bidding Documents except for the Bid Book, the Bid Book Executive Summary and the Bid Information Templates for which specific formal requirements for the delivery apply as set out in the Bidding Agreement.

2.2.6.1 Form of Submission

- (i) All Bidding Documents shall be:
 - a) duly executed and initialled on every page;
 - b) submitted to FIFA by hand, by courier, or by registered delivery to the following address:

Fédération Internationale de Football Association
FIFA-Strasse 20
8044 Zurich
Switzerland
 - c) addressed to the FIFA Secretary General.
 - d) provided to FIFA in A4 size (or such other similar standard size approved by FIFA).
- (ii) All Hosting Documents to be provided to FIFA as part of the Bid shall be delivered in such form as to enable FIFA to easily unbind any single page of the relevant Hosting Document.

2.2.6.2 Language

All Bidding Documents shall be in English. If a Member Association or any third party is legally required under the applicable laws in the respective country to execute a Bidding Document in a language other than English, the respective Member Association shall submit to FIFA:

- a) the fully executed and initialled original version of such Bidding Document in the official language of the respective Host Country;
- b) the English translation of such Bidding Document. If such Bidding Document is an agreement to be signed or acknowledged by FIFA, the English version of the agreement shall be fully executed and initialled by the relevant party in the template version provided by FIFA. In case of any discrepancies between the version in the official language of the respective Host Country and the English version, the English version shall always prevail. Any translation of an agreement or any other legally binding document (such as the Government Guarantee, the Government Declaration or the Government Legal Statement) shall be conducted by a sworn and certified translator specialised in translations of legal documents; and
- c) a legal statement by a local attorney of the highest professional reputation confirming that it is a mandatory requirement of the relevant local law that the relevant Bidding Document be executed in the official language of the respective Host Country, including a translation of the relevant mandatory requirement of the relevant local law conducted by a sworn and certified translator specialised in translations of legal documents.

2.2.6.3 Number of Originals and Copies

- (i) The Member Association(s) shall deliver to FIFA the Bidding Documents in such number of originals as set out in each Bidding Document.
- (ii) In addition to these originals and unless otherwise requested by FIFA, the Member Association(s) shall submit to FIFA thirty (30) electronic data storage devices with an electronic version of each Hosting Document (i.e. not this Bidding Registration and Bidding Agreement).

2.3 Ownership of Bidding Documents

- (i) The Member Association(s) hereby irrevocably and unconditionally assign(s) to FIFA, free of charge, and with full title guarantee, all legal and beneficial right, title and interest in, and to, any and all content, materials or documents contained in the Bidding Documents, or otherwise provided and/or disclosed by the Member Association(s) in discussions or correspondence during the Bidding Process. In case of copyright, such assignment shall be by way of a present assignment of future copyright. Any such assignment of rights shall become effective upon delivery of the Bidding Documents by the Member Association(s) to FIFA.
- (ii) The Member Association(s) acknowledge(s) that FIFA shall be entitled to unrestricted use, free of charge and in perpetuity, of any such content, materials or documents.
- (iii) The Member Association(s) shall execute any documents, and undertake to take such actions, which may be required by FIFA for the purposes of giving FIFA the full benefit of this provision.

3. BIDDING PROCESS

To ensure that the Bidding Process is transparent and fair, FIFA has established a detailed bidding and selection process (including the definition of milestones and deadlines for important deliverables), which is set out in this Bidding Registration.

3.1 Objectives of Bidding Process

The Member Association(s) agree(s) and acknowledge(s) that, pursuant to article 69 par. 2 of the FIFA Statutes, the objective of the Bidding Process is to select one or more host countries providing the best possible hosting conditions for the FIFA World Cup. Therefore, FIFA will only consider the selection of a host country if such country meets the technical requirements in relation to the hosting and staging of the Competition, allowing FIFA to secure the best possible hosting conditions for the Competition.

Given the importance of the FIFA World Cup as FIFA's flagship competition, FIFA has determined the technical requirements in relation to the hosting and staging of the Competition in particular to:

- (i) maintain and develop the unique status of the FIFA World Cup at the highest level of international quality of the delivery of the Competition and the related infrastructure and services;
- (ii) comply with, and promote, FIFA's statutory objectives, commitments and tasks as referred to in articles 2-5 of the FIFA Statutes;
- (iii) secure the financial income of FIFA to best possibly conduct its statutory tasks;
- (iv) ensure the hosting of the Competition in the Host Country/Host Countries in a sustainable manner, minimising the risks of adverse impacts on human rights and the environment;
- (v) secure the best possible level of support by the governmental authorities in the Host Country/Host Countries; and
- (vi) ensure that member associations, governmental authorities and further key stakeholders develop and implement an integrated and individualised hosting strategy and vision in connection with the Competition.

3.2 Phases of Bidding Process

- (i) Based on the decision of the 67th FIFA Congress, the Bidding Process consists of two (2) phases:
 - a) in a first phase, the FIFA general secretariat exclusively invites the member associations affiliated to CONCACAF, CAF, CONMEBOL and the OFC to submit to FIFA a bid to host the Competition; and
 - b) in a second phase, the FIFA general secretariat shall invite further member associations to submit to FIFA a bid to host the Competition, including the member associations affiliated to AFC and UEFA, with the sole exclusion of the member associations that submitted a bid initially in the first phase of the Bidding Process.
- (ii) The second phase of the Bidding Process shall only be conducted in the event that either:
 - a) the FIFA Congress decides not to select any of the member associations that submitted to FIFA a bid to host the Competition in the first phase of the Bidding Process; or
 - b) the first phase of the Bidding Process is ceased at an earlier date, in particular by withdrawal of all member associations participating in the first phase of the Bidding Process.

3.3 General Terms of Bidding Process

3.3.1 Administration of Bidding Process

The Bidding Process will be handled within FIFA by the FIFA administration, which shall be responsible for the:

- (i) management and administration of the Bidding Process on behalf of FIFA;
- (ii) communication with, and assistance of, the Member Association(s) during the preparation of the Bid (in such form and manner as determined by FIFA); and
- (iii) regular progress reports to the FIFA Council and the Organising Committee for FIFA Competitions on the bids and the Bidding Process.

3.3.2 Acceptance of Bidding Process

- (i) The Member Association(s) confirm(s) by execution of this Bidding Registration to FIFA that it/they has/have read and understood, and unconditionally and irrevocably accept and agree to all provisions, procedures, terms and requirements set out in this Bidding Registration as well as any decisions taken by FIFA in connection with this Bidding Registration (including the eventual outcome of the Bidding Process for the hosting and staging of the Competition).
- (ii) As the compliance with the provisions, procedures, terms and requirements set forth in this Bidding Registration and other requirements of the Bidding Process is of utmost importance for FIFA to conduct a fair and transparent Bidding Process, the Member Association(s) agree(s) and acknowledge(s) that FIFA may not consider the Bid submitted by the Member Association(s), or parts of it, in the event of any failure by the Member Association (in case of a Single Bid) or one or more Member Associations (in case of a Joint Bid) to fully comply with any of the provisions, procedures, terms and requirements of this Bidding Registration or other requirements of the Bidding Process. Without limitation on FIFA's right to not consider the Bid of the Member Association(s) pursuant to the above, FIFA may
 - a) cease the first phase of the Bidding Process as referred to in Clause 3.2 above at an earlier date by terminating this Bidding Registration pursuant to Clause 12.5.1 below as well as (if applicable) terminating the bidding registrations executed by any other member association participating in the first phase of the Bidding Process;
 - b) in case of a Single Bid, exclude the Member Association by terminating this Bidding Registration pursuant to Clause 12.5.1 below; or
 - c) in case of a Joint Bid, exclude all Member Associations by terminating entirely, or any of the Member Associations by partially terminating, this Bidding Registration pursuant to Clause 12.5.1 below,

The termination rights of FIFA pursuant to this Clause 3.3.2 (ii) lit b) and c) above shall in particular apply in the event a Member Association withdraws from the first phase of the Bidding Process or fails to comply with any provisions, procedures, terms and requirements of this Bidding Registration or other requirements of the Bidding Process.

- (iii) The Member Association(s) confirm(s) by execution of this Bidding Registration to FIFA that it/they unconditionally and irrevocably accept(s) and agree(s) that, following the abandonment of the first phase of the Bidding Process, the termination of this Bidding Registration, or the decision to not select the Host Country (in case of a Single Bid) or the Host Countries (in case of a Joint Bid) to host the Competition as a result of the first phase of the Bidding Process:
 - a) FIFA may commence and conduct the second phase of the Bidding Process as referred to in Clause 3.2 above; and
 - b) pursuant to the applicable FIFA Regulations issued by the FIFA Council on the basis of the decision of the 67th FIFA Congress, the Member Association(s) will not be entitled to participate in such second phase of the Bidding Process if the Member Association(s) has/have initially submitted a Bid.

3.3.3 Amendments to and Abandonment of Bidding Process

- (i) FIFA may, and the Member Association(s) acknowledge(s) and agree(s) to the exercise by FIFA of such a right at any time and at its sole discretion, amend and change the Bidding Process, including any provisions, procedures, terms and requirements of, and any related documentation governing, the Bidding Process. For the avoidance of doubt, such amendments or changes to the Bidding Process may include the:
 - a) postponement of the shortlisting decision by the FIFA Council and/or the final appointment decision by the delegates of the FIFA Congress;
 - b) abandonment of the first phase of the Bidding Process or the entire Bidding Process, such as in the event that the objectives set out in article 69 par. 2 FIFA Statutes are, in FIFA's opinion, unlikely to be met for any reason; or
 - c) commencement of the second phase of the Bidding Process or an entirely new bidding process.
- (ii) In such case, FIFA will inform the Member Association(s) in writing of any such changes and amendments in due course.

3.3.4 Requests for further Information

- (i) FIFA may, at any stage of the Bidding Process, request further information, clarification and/or documents from the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), by any means that it considers reasonably appropriate.
- (ii) The Member Association(s) may also, at any stage of the Bidding Process, request further information from FIFA relating to the Bidding Process and/or the staging and hosting of the Competition. All such requests shall be submitted to FIFA:
 - a) by way of electronic mail (e-mail) to the following address: 2026bid@fifa.org;

- b) in English; and
- c) at least two (2) weeks before expiration of the deadlines set out in Clause 2.2.5 above.

In case of a Joint Bid, any such requests for further information shall be submitted to FIFA in a coordinated manner solely through one of the Member Associations or in such manner as agreed with FIFA;

- (iii) FIFA endeavours to respond to any reasonable requests in due course and will respond in the form it considers most appropriate. Responses to general questions which may also be relevant for other member associations may be circulated to all other member associations registered for the Bidding Process, but without revealing the identity of the enquiring member association.

3.3.5 Workshops and Working Meetings

- (i) FIFA may stage one or more information workshops in the course of the Bidding Process, at the Home of FIFA, Zurich, Switzerland for the Member Association(s). The goal of the information workshops will be to provide the Member Association(s) with all relevant operational, legal and other information on the Bidding Process and/or the staging and hosting of the Competition as well as to answer any related questions.

All bidding member associations, including the Member Association(s), shall be given the opportunity to attend the information workshops with such number of representatives as determined by FIFA. Subject to prior written approval by FIFA, Bid Consultants or further dedicated third parties appointed by the Member Association(s) may also attend the information workshops. The Member Association(s) shall ensure that its/their participants are experienced in all relevant areas of the Bid, including legal and finance matters.

The information workshops for the Member Association(s) will be closed to the media.

- (ii) FIFA may also stage a dedicated information workshop for representatives of the Governments and the competent local, regional or national governmental authorities in the Host Country (in case of a Single Bid), or Host Countries (in case of a Joint Bid), as their support is important during the Bidding Process and for the successful hosting and staging of the Competition. The goal of such information workshop will be to provide the representatives of these authorities and the Member Association(s) with comprehensive legal information on their rights and obligations relating to their necessary support for the Competition as well as to explain the legal structure of the Competition. In this regard, the Member Association(s) shall seek to coordinate a joint information workshop for representatives of the Host Countries. However, upon request, FIFA may stage separate information workshops for representatives of the Governments as well as the governments of the state and proposed Host Cities and further stakeholders (as applicable) of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid).
- (iii) In addition, in the event deemed necessary by FIFA, FIFA may hold working meetings with the Member Association(s) and/or important stakeholders in the

Host Country/Host Countries during the course of the Bidding Process. The goal of such working meetings is to provide the Member Association(s) and/or important stakeholders in the Host Country/Host Countries on an individual basis with further relevant operational, legal and other information on the Bidding Process and/or the staging and hosting of the Competition as well as to answer any related questions. In order to ensure an equal, fair and transparent Bidding Process, FIFA will inform all member associations participating in the Bidding Process about the content of the individual working meetings with the Member Association(s) and/or important stakeholders in the Host Country/Host Countries.

3.3.6 Deadlines

The Member Association(s) is/are requested to meet all deadlines set out in this Bidding Registration, as also summarised in Annexe 2.

3.3.7 Language

The Bidding Process will be conducted in English, including any documents and materials to be provided to FIFA or by FIFA, any correspondence between FIFA and the Member Association(s), the workshop described in Clause 3.3.5 above and any other activities or communications related to the Bidding Process. If the Member Association(s) or any third party are legally required under the applicable laws in the respective country to provide a document in a language other than English, Clause 2.2.6.2 above shall apply.

3.4 Independent Audit Company

- (i) In order to support the protection of the integrity of the Bidding Process and FIFA's transparency approach as set out in Clause 12.7.2 below, based on a tender process, FIFA will appoint a high-profile and internationally reputable Audit Company to monitor the compliance of FIFA with the rules of the Bidding Process as set out in this Bidding Registration, in particular the fair and equal treatment of all member associations participating in the Bidding Process, the evaluation of Bids by the 2026 Bid Evaluation Task Force, the designation of any Bids by the FIFA Council and the decision on the selection for the host country or host countries by the FIFA Congress.
- (ii) In particular, throughout the Bidding Process, the Audit Company shall:
 - a) during the Bid preparation phase: observe the compliance by all members of FIFA involved in the Bidding Process with the rules of the Bidding Process as set out in this Bidding Registration. With this respect, the Audit Company shall nominate a point of contact for FIFA to whom FIFA will provide regular update reports until the submission of the Bids by the Member Association(s). Upon request by the Audit Company, FIFA will provide such further information and other physical and electronic material deemed relevant by the Audit Company in connection with the Bidding Process;
 - b) during the Bid evaluation phase until the selection decision by the delegates of the FIFA Congress: observe the compliance by all members

of the FIFA general secretariat involved in the Bid evaluation, the 2026 Bid Evaluation Task Force, the members of the FIFA Council and the actual and potential delegates of the FIFA Congress with their respective functions and duties in relation to the Bidding Process;

- c) intervene in case of any non-compliance by members of the FIFA general secretariat involved in the Bidding Process, the 2026 Bid Evaluation Task Force, the members of the FIFA Council and the actual and potential delegates of the FIFA Congress with their respective functions and duties in relation to the Bidding Process;
 - d) provide to FIFA in good time prior to the designation of any Bids by the FIFA Council and the decision on the selection for the host country or host countries by the FIFA Congress, a first written report on the Audit Company's observations and findings in relation to the Bidding Process. Such first written report shall be provided by the Audit Company to the members of the FIFA Council;
 - e) provide to FIFA a second written report on the Audit Company's observations and findings in relation to the Bidding Process following the designation of Bids by the FIFA Council and in good time prior to the decision on the selection for the host country or host countries by the FIFA Congress. Such second written report shall be provided by the Audit Company to the delegates of the FIFA Congress;
 - f) provide to FIFA, at the latest one (1) month subsequent to the date of the selection of the host country or host countries by the FIFA Congress, a third written report, including an executive summary of such report, on the Audit Company's observations and findings in relation to the compliance by the members of the FIFA general secretariat involved in the Bidding Process, the 2026 Bid Evaluation Task Force, the members of the FIFA Council and the delegates of the FIFA Congress with their respective functions and duties in relation to the Bidding Process, in particular the fair and equal treatment of all member associations participating in the Bidding Process, the evaluation of Bids, the designation of any Bids and the decision on the selection for the host country or host countries for the Competition.
- (iii) Pursuant to Clause 12.7.2 below, FIFA will make the final written report by the Audit Company publicly available on www.fifa.com, another Digital Platform or otherwise.
 - (iv) For the avoidance of doubt, the functions of the FIFA Ethics Committee pursuant to the FIFA Code of Ethics and as set out in Clause 9.9 below remain unaffected by the activities conducted by, and functions of, the Audit Company.

3.5 Evaluation of Bids

3.5.1 2026 Bid Evaluation Task Force

- (i) For the purpose of the evaluation of the Bid, FIFA will establish the 2026 Bid Evaluation Task Force to be composed by certain members of the FIFA general secretariat with relevant expertise, the chairman of FIFA's Audit and Compliance Committee, the chairman of FIFA's Governance Committee and one (1) member of the Organising Committee for FIFA Competitions. Furthermore, one (1) representative of the independent Audit Company appointed by FIFA pursuant to Clause 3.4 above shall act as observer of the Bid evaluation and any activities of the 2026 Bid Evaluation Task Force.
- (ii) Upon expiration of the deadline for the submission of the Bid Book as set out in Clause 2.2.5 above, the 2026 Bid Evaluation Task Force will be responsible to conduct the evaluation of all bids submitted to FIFA, including the Bid, pursuant to Clauses 3.5.2 to 3.5.5 below.

3.5.2 Content of Bid Evaluation Report

- (i) The evaluation of the Bid comprise the following three (3) components:
 - a) an assessment of the level of compliance of the Bid with:
 - the requirements of the Bidding Process;
 - FIFA's template Hosting Documents (i.e. such assessment will, in particular, explicitly address any deviations from FIFA's template documents); and
 - the hosting requirements for the Competition, in particular indicating in what manner and to what extent the Bid fulfils the requirements of FIFA to secure the best possible hosting conditions in the Host Country/Host Countries;
 - b) an assessment of the risks and benefits of, as well as a cost and revenue projection in connection with, the Bid based on any content, information, undertakings, representations, warranties, assurances and commitments included in the Bid, taking into account how the Bid could support FIFA to maintain and develop the unique status of the FIFA World Cup at the highest level of international quality and to secure the financial income of FIFA to conduct FIFA's statutory tasks. The result of such assessment may be displayed by means of:
 - a risk rating, indicating "low risk", "medium risk" or "high risk"; and/or
 - a general risk assessment indicating risks without rating; and
 - c) an assessment of key infrastructural and revenues/ costs components of the Bid, specifically assessing the quantities and qualities of such components and documenting in a technical evaluation report the result by means of a scoring system established by FIFA. The key infrastructural and revenues/costs components of the Bid are the following:
 - the proposed Stadiums;

- the facilities proposed for participating teams and referees;
 - the secured Accommodation;
 - the transport Infrastructure and concept for general mobility, including the proposed airports;
 - the IT&T fixed and mobile network and infrastructure in the Host Country/Host Countries as well as the proposed location for the International Broadcasting Centre (IBC);
 - the proposed locations to be used for the staging of the FIFA Fan Fest™ and for event promotional purposes;
 - the predicted costs of the Competition, including the predicted direct costs of FIFA, the predicted costs related to the performance of the obligations of the Member Association(s) as well as third party stakeholders costs predicted for, the hosting of the Competition in the Host Country/Host Countries;
 - the estimated revenues, that may be generated by FIFA from the sale of tickets and hospitality packages for the Competition; and
 - the estimated revenues, that may be generated by FIFA from the sale of media and marketing rights for the Competition inside the Host Country/Host Countries and on a global basis.
- (ii) The Bid Evaluation Report will summarize and illustrate the three components as set out in Clause 3.5.2 (i) above specifically in relation to each bid submitted to FIFA and will contain an executive summary of the evaluation of all bids submitted to FIFA.

3.5.3 Method of Bid Evaluation

(i) General Principles:

The 2026 Bid Evaluation Task Force will prepare the Bid Evaluation Report based on its best judgement and expertise in relation to the hosting of the FIFA World Cup.

In case of joint bids, the bid evaluation is conducted in the same manner as for bids submitted by any other member association. However, FIFA's bid evaluation will take into consideration the potentially positive and adverse implications resulting from co-hosting the Competition.

(ii) Technical Evaluation Report:

- a) In relation to the assessment of key infrastructural and revenues/costs components of the Bid in the technical evaluation report pursuant to Clause 3.5.2 (i) c) above, the 2026 Bid Evaluation Task Force shall apply the following weighting percentages established by FIFA:

Evaluation Criteria	Weighting Percentage
Infrastructure	70% in total
Stadiums	35%
Teams & Referee Facilities	6%
Accommodation	6%
Transport (incl. Airports)	13%
IT&T / IBC	7%
FIFA Fan Fests™ and Event Promotion	3%
Revenues and Costs	30% in total
Organising Costs	10%
Ticketing & Hospitality Revenues	10%
Media & Marketing Revenues	10%

- b) The assessment of key infrastructural and revenues/costs components of the Bid will be conducted by applying a scoring system pursuant to which the 2026 Bid Evaluation Task Force awards scores ranging from a lowest score to a highest score in relation to each of the infrastructural and revenues /costs components. The scoring system shall range on a scale from "0" points to "5" points with the following classification:
- "0": "no requirements met/very weak";
 - "1": "less than minimum requirements met/weak";
 - "2": "minimum requirements met/sufficient";
 - "3": "most requirements met/good";
 - "4": "all requirements met/very good"; and
 - "5": "requirements exceeded/excellent"

- c) The 2026 Bid Evaluation Task Force will define a system by which scores set out in Clause 3.5.3 (ii) b) above are awarded for each of the infrastructural or revenues/costs components. The 2026 Bid Evaluation Task Force will inform the Member Association(s) about the scoring system.

(iii) Required Minimum Scores:

In order to achieve the minimum hosting requirements for the Competition and to be considered for the designation by the FIFA Council, the Member Association(s) must achieve in the technical evaluation report the following minimum scores for the Bid not being evaluated as “high risk” as result of the assessment by the 2026 Bid Evaluation Task Force of key infrastructural and revenues/costs components of the Bid as set out in Clause 3.5.1 (i) c) above:

- a) an average score equal to or higher than “2.0” under the scoring system set out in Clause 3.5.3 (ii) b) above collectively across all key infrastructural and revenues/costs components of the Bid as listed in Clause 3.5.3 (ii) a) above; and
- b) a score equal to or higher than “2.0” under the scoring system set out in Clause 3.5.3 (ii) b) above individually for each of the following key infrastructural components:
- Stadiums;
 - Teams & Referee Facilities; and
 - Accommodation and Transport (incl. Airports) (i.e. due to the link of the two components, the scores for both components are calculated on a combined basis).

3.5.4 Failure to achieve required Minimum Scores

- (i) A failure by the Member Association(s) to achieve one or both of the minimum scores pursuant to Clause 3.5.3 (iii) above entails that the Bid has been evaluated as “high risk” and represents a material failure by the Member Association(s) to comply with the minimum hosting requirements for the Competition with respect to the key infrastructural and revenues/costs components.
- (ii) In the event that the 2026 Bid Evaluation Task Force documents in its technical evaluation report a failure by the Member Association(s) to achieve one or both of the minimum scores pursuant to Clause 3.5.3 (iii) above:
- a) the Bid does not qualify for the designation by the FIFA Council pursuant to Clause 3.6.4 (i) below;
- b) the Member Association(s) accept(s) the result of the technical evaluation report as a FIFA decision pursuant to Clause 12.6 below; and
- c) FIFA shall terminate this Bidding Registration pursuant to Clause 12.5.1 (ii) below

3.5.5 Use of Bid Evaluation Report

- (i) The 2026 Bid Evaluation Task Force will submit the Bid Evaluation Report to the members of the FIFA Council and the delegates of the FIFA Congress (i.e. by providing the Bid Evaluation Report to each member association of FIFA).
- (ii) Pursuant to Clause 12.7.2 below, FIFA will make the entire Bid Evaluation Report publicly available on www.fifa.com, another Digital Platform or otherwise.

3.5.6 Third Party Experts and FIFA Inspection

- (i) The 2026 Bid Evaluation Task Force may, at its reasonable discretion, appoint independent experts to assess and evaluate in particular the compliance with this Bidding Registration and other requirements of the Bidding Process as well as the impact of the hosting and staging of the Competition in the Host Country (in case of a Single Bid) or each of the Host Countries (in case of a Joint Bid).
- (ii) The 2026 Bid Evaluation Task Force will conduct at least one (1) official inspection visit in the Host Country/Host Countries. The results of the official inspection visit(s) will be reflected and evaluated by the 2026 Bid Evaluation Task Force in the Bid Evaluation Report.

3.6 Selection of Host Country

3.6.1 General Principle for Selection Decision

The members of the FIFA Council and the delegates of the FIFA Congress will, based on their best judgement, take their respective decision on the basis of the Selection Criteria and their review of:

- (i) all bids submitted to FIFA in the Bidding Process, including the Bid submitted by the Member Association(s);
- (ii) the Bid Evaluation Report submitted by the 2026 Bid Evaluation Task Force; and
- (iii) the written reports provided by the Audit Company pursuant to Clause 3.4 (ii) d) above (i.e. to the FIFA Council) and Clause 3.4 (ii) e) above (i.e. to the FIFA Congress).

3.6.2

Selection Criteria

Based on the specific regulations issued by the FIFA Council pursuant to article 69 par. 2 of the FIFA Statutes, FIFA has established the Selection Criteria as further described below with a view to securing the best conditions for the hosting of the Competition in the Host Country/Host Countries.

COMPLIANCE WITH BIDDING PROCESS AND REQUIREMENTS

The level of compliance of a Bid with the requirements of the Bidding Process set out in this Bidding Registration and the Bidding Agreement and the requirements for hosting the Competition (in particular the submission of Hosting Documents in compliance with FIFA's template documents as provided to the Member Associations as part of the Bidding Process), indicating in what manner and to what extent a Bid fulfils the requirements of FIFA to secure the best possible hosting conditions in the Host Country; and

The risks and benefits of a Bid, in particular including to maintain and develop the unique status of the FIFA World Cup at the highest level of international quality and to secure the financial income of FIFA to fulfil FIFA's statutory objectives, including to create revenue generation possibilities and cost saving potential for FIFA in connection with the hosting of the Competition.

HOSTING VISION AND STRATEGY

Risks and benefits for FIFA resulting from the integrated and individualised hosting strategy and vision by the Member Association(s), the Government (in case of a Single Bid) or each of the Governments (in case of a Joint Bid) as well as the hosting strategies and visions by the Host Cities, including:

- a) the ability to provide the best possible hosting conditions for the world's elite football players and teams to the excitement of millions of football fans following the Competition inside and outside of the Host Country (in case of a Joint Bid) or each of the Host Countries (in case of a Joint Bid);
- b) the contribution to sustainable development in the Host Country (in case of a Single Bid) or the Host Countries individually or commonly (in case of a Joint Bid), respectively in the respective Host City, with regards to issues such as human rights, labour standards, anti-corruption, anti-discrimination, environmental protection, health and infrastructure;
- c) a meaningful legacy in the Host Country (in case of a Single Bid), or Host Countries individually or commonly (in case of a Joint Bid), and each of the Host Cities left behind through hosting and staging the Competition, taking in consideration, in particular, the social and economic effects, the existing and planned sports and other infrastructure in connection with the Competition and its viability thereafter;

- d) the level of viable and durable involvement of public and private entities in the Host Country (in case of a Single Bid) or each of the Host Countries (in case of a Joint Bid) and each of the Host Cities;
- e) the contribution to the development of football and positive further legacy effects in the Host Country (in case of a Single Bid), or Host Countries individually or commonly (in case of a Joint Bid), and each of the Host Cities; and
- f) the level of political support and stakeholder engagement across the main political parties, further stakeholders and organs in the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), for the hosting vision and strategy and associated objectives and the hosting itself support and acceptance of the Bid by the Government (in case of a Single Bid), or each of the Governments (in case of a Joint Bid), the population and the football community at national and local level in the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid).

HOST COUNTRY INFORMATION, TECHNICAL MATTERS AND OTHER EVENT-RELATED MATTERS

The level of compliance with the requirements set out in the Hosting Documents to host and stage the Competition at the highest international level in consideration of its magnitude and global significance.

Risks and benefits for FIFA resulting from:

- a) the characteristics of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), such as the commercial and strategic potential for FIFA;
- b) information and concepts provided by the Member Association(s) in relation to the technical matters, in particular with respect to Stadiums, Team and Referee facilities, Accommodation, Airports and Event Transport and safety and security;
- c) information and concepts provided by the Member Association(s) in relation to other Competition-related matters, in particular with respect to the event promotion, the FIFA Fan Fest, Volunteers; and
- d) the popularity of the sport of football in general and on a professional level in the Host Country (in case of a Single Bid) or in each of the Host Countries (in case of a Joint Bid).

SUSTAINABLE EVENT MANAGEMENT, HUMAN RIGHTS AND ENVIRONMENTAL PROTECTION

- a) The Member Association's (in case of a Single Bid), or Member Associations' (in case of a Joint Bid), strategy and commitment to stage and host, as well as to manage any activity in relation to, the Competition in a sustainable manner;

- b) The risk of adverse impacts on human rights, including workers' rights in the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), in connection with hosting and staging the Competition over the life cycle thereof, including the Member Association's (in case of a Single Bid), or Member Associations' (in case of a Joint Bid), strategy and commitment to prevent or mitigate such risks; and
- c) the nature and scale of the predicted impact on the environment in the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), in connection with hosting and staging the Competition, including the Member Association's (in case of a Single Bid), or Member Associations' (in case of a Joint Bid), strategy and commitment to prevent or mitigate any adverse environmental effects.

3.6.3 Application and Weighting of Selection Criteria

The Member Association(s) agree(s) and acknowledge(s) that:

- (i) the members of the FIFA Council and the delegates of the FIFA Congress, at their sole discretion, are free to decide on the manner in which the Selection Criteria are applied and weighted for their respective decision; and
- (ii) the order of the Selection Criteria does not imply any weighting or preference by the members of the FIFA Council and the delegates of the FIFA Congress of any single Selection Criteria;

3.6.4 Decision Process

The decision on the selection of the host country or host countries of the Competition aims to achieve the objective of securing for FIFA the best possible hosting conditions in the host country or each of the host countries and shall follow the procedure below:

- (i) Presentation of Bids:

The Member Association(s) may be given the opportunity to present the Bid to the FIFA Council and, subject to the designation of the Bid by the FIFA Council pursuant to Clause 3.6.4 (ii) below, to the FIFA Congress in such manner as determined by FIFA. At a later stage of the Bidding Process, the 2026 Bid Evaluation Task Force shall provide to the Member Association(s) further details on the timing as well as the terms and conditions of such presentation.

- (ii) Designation by FIFA Council:

Based on the general principles for the selection decision pursuant to Clause 3.6.1 above, the FIFA Council shall designate a maximum of three (3) bids to be submitted to the FIFA Congress for a final decision. The result of each ballot and the related votes by the members of the FIFA Council with respect to the designation by the FIFA Council shall be open and made public.

(iii) Selection Decision by FIFA Congress:

- a) Based on the general principles for the selection decision pursuant to Clause 3.6.1 above, the FIFA Congress may select (i) the host country or host countries of the Competition from the bids designated by the FIFA Council; or (ii) reject all bids designated by the FIFA Council and conduct the second phase of the Bidding Process as described in Clause 3.2 above.
- b) In connection with the decision by the FIFA Congress for the selection of the host country or host countries of the Competition an absolute majority (more than 50%) of the FIFA Congress members present and eligible to vote is necessary in the first ballot. If an absolute majority is not reached in the first ballot, then the bid or decision option with the lowest number of votes in the first ballot is eliminated. In the second ballot, or if fewer than two (2) bids are presented to the FIFA Congress, a simple majority (more than 50%) of the valid votes cast is needed. Should no bid reach the simple majority, it will be considered as a rejection by the FIFA Congress of all bids and its decision to not select any of the member associations that submitted to FIFA a bid to host the Competition in the first phase of the Bidding Process, pursuant to Clause 3.2 (ii) a) above, and the second phase of the Bidding Process shall be conducted.
- c) Any bid not selected by the FIFA Congress shall be considered rejected by FIFA.

(iv) Counter-Signature of Hosting Agreement:

Unless the FIFA Congress rejects all bids and decides to not select any of the member associations that submitted a bid to FIFA, subsequent to the selection of the host country or host countries of the Competition by the FIFA Congress, FIFA will counter-sign the Hosting Agreement and the relevant other Hosting Documents, as applicable.

4. INTERNAL ORGANISATION AT MEMBER ASSOCIATION(S)

4.1 Purpose of Internal Organisation

The preparation of the Bid for the Competition does not form part of the ordinary day-to-day activities and operative business of the Member Association(s). In order to participate in the Bidding Process in an accurate and appropriate manner and to allocate its/their resources efficiently to the participation in the Bidding Process, the Member Association(s) is/are requested to establish a business unit within each of the Member Association(s) exclusively focussing on the Bid.

4.2 Establishment of Business Units

4.2.1 Form of Business Units

The Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), shall establish an internal business unit as a separate and clearly

identifiable division within the (respective) Member Association by having a separate department structure as well as separate budget and financial accounting. Such business unit shall have the sole purpose of participating in the Bidding Process.

4.2.2 Requirements for Business Units

In establishing an internal business unit, the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), shall ensure full compliance with the following requirements:

- (i) the management/board of the (respective) Member Association shall retain full and direct control over the decisions and activities of the business unit with respect to the Bid;
- (ii) the (respective) Member Association shall elect the head of the business unit as first point of contact for FIFA; and
- (iii) the business units shall be established in such manner protecting and maintaining the ordinary day-to-day activities and operative business of the (respective) Member Association.

Together with the Bidding Agreement, the Member Association(s) shall provide FIFA with a written confirmation evidencing the establishment of its/their business units.

4.3 Member Association(s) Personnel

- (i) The Member Association(s) shall provide FIFA with a list of all personnel of the (respective) Member Association, including any personnel assigned to its/their business units, indicating its/their respective key personnel, to be updated throughout the Bidding Process within two (2) weeks of any change of key personnel at the latest.
- (ii) Furthermore, the Member Association(s) shall inform FIFA about the personnel assigned by the (respective) Member Association to be exclusively responsible for communication with FIFA and the representation of the (respective) Member Association in the Bidding Process, in particular in connection with any activities conducted at the occasion of any FIFA events.
- (iii) The (respective) Member Association shall also ensure that all its personnel involved in any activities relating to the Bidding Process, including the President, Chairman, Secretary General, CEO, any member of the management and any employees, representatives and other officials:
 - a) act in full compliance with the provisions, procedures, terms, rules and requirements outlined in this Bidding Registration; and
 - b) execute the Declaration of Compliance pursuant to Annexe 5 a (in case of a Single Bid) or Annexe 5 b (in case of a Joint Bid). The Member Association(s) shall provide to FIFA copies of such Declarations of Compliance within two (2) weeks from the employment at the latest or from the date of the submission of this Bidding Registration.

4.4 Bid Consultants

- (i) The Member Association(s) shall inform FIFA in writing two (2) weeks from the engagement, and irrespective of the scope of involvement in the Bidding Process, about any and all Bid Consultants and the functions such Bid Consultants are engaged for, irrespective of a Bid Consultant acting for the Member Association (in case of a Single Bid), or one or more Member Associations (in case of a Joint Bid).
- (ii) The Member Association(s) shall also ensure that all Bid Consultants:
 - a) act in full compliance with the Bid Rules of Conduct and the provisions, procedures, terms, rules and requirements outlined in this Bidding Registration; and
 - b) execute the Declaration of Compliance pursuant to Annexe 6 a (in case of a Single Bid) or Annexe 6 b (in case of a Joint Bid). The Member Association(s) shall provide to FIFA a copy of such Declaration of Compliance within two (2) weeks from the engagement.
- (iii) In the event that the Bid Consultant is a legal entity, such Declaration of Compliance pursuant to Annexe 6 a (in case of a Single Bid), or Annexe 6 b (in case of a Joint Bid), shall be executed by each of the key personnel of the Bid Consultant in his/her own name.

4.5 Bid Compliance and Ethics Officer

- (i) In order to support the protection of the integrity of the Bidding Process and to support the Member Association(s) and the Bid Consultants to fully comply with the Bid Rules of Conduct and generally recognised rules of good governance, the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), shall appoint a high-profile and reputable individual of the respective Host Country as the respective Member Association's compliance and ethics officer in relation to any activities in respect of the Bid and for the entire duration of the Bidding Process.
- (ii) Prior to the appointment, the Member Association(s) shall provide a curriculum vitae of the proposed individuals to FIFA for the approval of the appointment by the FIFA Ethics Committee.
- (iii) Except for the function as compliance and ethics officer, the compliance and ethics officers shall be independent from the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), and/or FIFA or any of their bodies or standing committees pursuant to criteria set forth in article 5 of the FIFA Governance Regulations which shall apply by analogy.
- (iv) The compliance and ethics officers shall manage their activities entirely independent from the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), and/or FIFA and shall avoid any

third-party influence. In particular, the compliance and ethics officers appointed by the Member Association(s) shall not be subject to any directives of the Member Association(s) and/or FIFA, any of their bodies or standing committees of FIFA and/or the FIFA Ethics Committee.

- (v) In particular, throughout the Bidding Process, the compliance and ethics officers shall:
 - a) support the Member Association(s) and the Bid Consultants with respect to the full compliance with the Bid Rules of Conduct;
 - b) observe the compliance by the (respective) Member Association and the Bid Consultants with the Bid Rules of Conduct as well as generally recognised rules of good governance;
 - c) intervene in case of any non-compliance by the (respective) Member Association and/or the Bid Consultants with the Bid Rules of Conduct and/or generally recognised rules of good governance;
 - d) act as first liaison for FIFA and the FIFA Ethics Committee with respect to any questions related to the compliance by the (respective) Member Association and/or the Bid Consultants with the Bid Rules of Conduct and/or generally recognized rules of good governance; and
 - e) provide, at the latest two weeks prior to the date of the designation of potential host country or host countries by the FIFA Council pursuant to article 69 par. 2 of the FIFA Statutes or at any other date as requested by FIFA, a final written report to FIFA and the FIFA Ethics Committee on the compliance by the (respective) Member Association and/or the Bid Consultants with the Bid Rules of Conduct and generally recognised rules of good governance. Such report shall not be issued on a confidentiality basis and FIFA remains entitled to publish such final report by the compliance and ethics officer as well as any information connected therewith.
- (vi) The Member Association(s) shall ensure that the compliance and ethics officers execute with appointment the Declaration of Compliance pursuant to Annexe 5 a (in case of a Single Bid) or Annexe 5 b (in case of a Joint Bid). The Member Association(s) shall provide to FIFA a copy of such Declaration of Compliance within two (2) weeks from the appointment

5. ORGANISATIONAL STRUCTURE FOR COMPETITION

- (i) In the event the FIFA Congress selects the Host Country (in case of a Single Bid) or the Host Countries (in case of a Joint Bid) to host the Competition, FIFA will unilaterally determine the corporate, contractual and operational structures to be implemented by FIFA and the Member Association(s) for the overall preparation, organisation, hosting and staging of the Competition.
- (ii) The Member Association(s) agree(s) and acknowledge(s) that:
 - a) FIFA will determine its operating model for the Competition in a manner

fostering the control for FIFA over the Competition-related operations, capitalizing on continuity of FIFA expertise and therefore improving cost efficiency;

- b) FIFA envisages to establish a single legal entity in the Host Country (in case of a Single Bid) or one of the Host Countries (in case of a Joint Bid) as a central entity for the delivery of the Competition; and
- c) the Member Association(s) will be mainly responsible for the delivery of all Host Country-related infrastructure and related services, such as safety and security, public transport, Airport, fan services and governmental support pursuant to the Hosting Agreement. Based on the circumstances and business practices prevailing, country-specific modifications of such structure and the initially foreseen allocation of projects may be agreed between FIFA and the Member Association(s).

6. BID PROMOTION AND FURTHER COMMUNICATION ACTIVITIES

6.1 General Principle

The Bid may be promoted by the Member Association(s) worldwide and in any and all media. All Bid promotional and further activities, including communication activities, undertaken by the Member Association(s) for the purposes of promoting and/or building support for its/their Bid shall be conducted in such a way that ensures:

- (i) full compliance with all applicable laws;
- (ii) accuracy and veracity of any and all public and other statements of any kind;
- (iii) full transparency and accountability of the Member Association(s) in respect of the compliance with the Bid Rules of Conduct; and
- (iv) that no statements of any kind with respect to any commitments, promises or undertakings regarding its/their proposed hosting and staging of the Competition are made if the Member Association(s) know, or ought reasonably know, that the Member Association(s) can deliver on such commitments, promises or undertakings.

6.2 Bid Communication

- (i) In general, it is important that the society in the Host Country (in case of a Single Bid), or the societies in all Host Countries (in case of a Joint Bid), understand the benefits and positive impact of hosting a major sporting event in its/their country, , including the participation of, and the benefits and positive impact on, its/their own Host Country (in case of a Single Bid) or Host Countries (in case of a Joint Bid), in order to commonly embrace the event and, by doing so, jointly strengthen the Bid. Although public opinion regarding major sporting events may considerably vary according to the stage of preparation, a first engagement campaign will build a more positive and fertile scenario for communications in the build-up to the event.

- (ii) Therefore, it is essential that, throughout the Bidding Process, the Member Association(s) in cooperation with other involved stakeholders achieve a broad level of pleasant anticipation for, and acceptance of, the Bid and the intended hosting of the Competition in the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid). A long-term, comprehensive and meaningful Bid promotional and related communications and campaigns are important factors to create a general awareness in the population of the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), of the characteristics, opportunities and challenges linked to the hosting and staging of the FIFA World Cup.
- (iii) Similarly, it is important that the international audience comprehends, on a larger scale, the benefits of the intended hosting of the Competition in the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), and understands the opportunities and challenges linked to the co-hosting and co-staging of the FIFA World Cup beyond the confines of the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid).
- (iv) The Member Association(s) shall appoint a dedicated, adequately trained and qualified staff member as main point of contact for FIFA in relation to any communication and public relations matters throughout the Bidding Process.
- (v) In connection with any of its/their Bid promotional activities as well as any presentations of the Joint Bid, the Member Association(s) shall clear all necessary rights, including to obtain any necessary licences and/or any permissions or consents required under any applicable laws, at no cost to FIFA, in order for FIFA and the Member Association(s) to use any promotional material of any kinds contained in Bid promotional activities or presentations of the Bid, including audio-visual material or music.

6.3 Digital Platforms

- (i) The Member Association(s) may establish and/or make use of Digital Platforms to report on, and promote, the Bid, which can be a Digital Platform separate from, or a dedicated sub-site of, the Member Association's (in case of a Single Bid), or the Member Associations' (in case of a Joint Bid), existing official Digital Platforms.
- (ii) The Member Association(s) shall ensure that it/they is/are at all times clear that any such Bid-related Digital Platform is not seen to be an official FIFA or FIFA World Cup platform or other FIFA competition platform or communication. However, in case a dedicated Bid website or other digital platform is established by the Member Association(s), such website or other digital platform may contain news or information about the Bid. The Bid-related website shall contain a logo of, and a link to, the official FIFA website (FIFA.com) and further Digital Platforms of FIFA in the standard format provided by FIFA.
- (iii) A Bid-related Digital Platform may feature the Bid Mark but no commercial or non-commercial identification for any third parties. Any use of the Bid Mark on a Bid-related Digital Platform shall comply with the terms and conditions set

forth in Clause 10 below. In particular, the Bid Mark may only be used in its entirety to the exclusion of any use of excerpts thereof.

- (iv) In the event that the Member Association(s):
 - a) is/are not appointed by FIFA for the hosting of the Competition in the Host Country/Host Countries, the Member Association(s) shall terminate the use of any Bid-related Digital Platforms within a period of one (1) month following the conclusion of the first phase of the Bidding Process as referred to in Clause 3.2 above; or
 - b) is/are appointed by FIFA for the hosting of the Competition in the Host Country/Host Countries, the Member Association(s) may continue making use of the Bid-related Digital Platforms for a period of one (1) month, or such other time frame as determined by FIFA, following FIFA's appointment, but shall not establish and/or make use of any Digital Platform dedicated to the hosting and staging activities of the Member Association(s). The official website or further Digital Platform of the Competition will be exclusively operated by FIFA. As set forth in the Hosting Agreement, in such case the Member Association(s) is/are not entitled to establish and/or make use of any separate/own Digital Platform in relation to the Competition.

6.4 Bid Promotion at FIFA Events and Confederation Events

- (i) The Member Association(s) may conduct Bid promotional activities (such as the staging of exhibitions, press conferences or other promotional events or activities) at certain events related to FIFA, such as competitions, congresses and meetings of FIFA.
- (ii) Unless otherwise approved by FIFA in writing, the Member Association(s) shall not conduct any Bid promotional activities (such as sponsoring, staging exhibitions, staging press conferences or conducting other promotional events or activities) at, or at the occasion of, any events of a confederation.
- (iii) FIFA will inform the Member Association(s) in writing of the occasions on which it may conduct such Bid promotional activities and of the manner and extent of these activities.
- (iv) In addition, FIFA may decide to organize a Bid Book handover event for all member associations to publicly submit and/or present their bids. FIFA may, at its sole discretion, decide upon the form and type of such event.

6.5 Reporting of Promotional Activities to FIFA

6.5.1 Mandatory Reporting

- (i) In order to ensure that Bid promotional activities do not unduly influence the Bidding Process in violation of the Bid Rules of Conduct, the Member Association(s) shall report to FIFA in writing about:

- a) any of its/their own Bid promotional activities;
- b) any Bid promotional activities of its/their Bid Consultants; and
- c) any Bid promotional activities of the (respective) Governments as well as the governments of the states and proposed Host Cities and further stakeholders (as applicable)

which are directed at the members of the football community, such as members of the FIFA Council or potential delegates of the FIFA Congress or other representatives of the member associations of FIFA, the confederations, the football leagues or football clubs.

- (ii) Independent of the nature of the Bid promotional activities (such as meetings, staging of exhibitions, staging of press conferences or conducting other promotional events or activities), this includes, for example:
 - a) any Bid promotional activities in connection with, or at the occasion of any events of, members of the football community;
 - b) any Bid promotional activities in connection with the hosting of, or participation of the representative team of the Member Association(s) in, friendly matches played or arranged during the Bidding Process;
 - c) any Bid promotional activities in connection with the hosting of friendly matches of the representative teams of other member associations played in the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), or otherwise arranged by the Member Association(s) during the Bidding Process; and
 - d) any meeting with members of the FIFA Council or potential delegates of the FIFA Congress or other representatives of the member associations of FIFA or the confederations.
- (iii) Principally, the Member Association(s) shall provide to FIFA any such mandatory reports reasonably in advance of the planned Bid promotional activity, but in any event without delay once such activity is confirmed by the Member Association(s). In the event of short notice Bid promotional activities, such as incidental meetings, the Member Association(s) shall provide the mandatory reports to FIFA without any undue delay.

6.5.2 Content of Reports

- (i) The reports to be provided by the Member Association(s) pursuant to Clause 6.5.1 above shall contain and disclose to FIFA all relevant information enabling FIFA to assess as to whether such Bid promotional activities may unduly influence members of the FIFA Council or delegates of the FIFA Congress in violation of the Bid Rules of Conduct, including a description of:
 - a) the content and nature of the Bid promotional activity;
 - b) in the event of a meeting with members of the FIFA Council or actual, or potential, delegates of the FIFA Congress or other representatives of the

member associations of FIFA or the confederations the names of the participants of such meetings;

- c) any friendly matches played or arranged during the Bidding Process as referred to under Clause 9.7.2 below;

- d) if applicable, the financial and operational background and structure of planned Bid promotional activities and/or friendly matches played or arranged during the Bidding Process as referred to under Clause 9.7.2 below; and
 - e) any such further information as requested by FIFA.
- (ii) The Member Association(s) undertake(s) to provide any such information in a truthful, accurate, conclusive and comprehensive manner and assumes full responsibility for the truthfulness, accuracy, conclusiveness and comprehensiveness of the provided report.

6.5.3 No Objection of Confidentiality

- (i) The Member Association(s) shall ensure that any third party agreements by the Member Association(s) in relation to any planned Bid promotional activities permit disclosure and do not contain any confidentiality or other restrictions towards FIFA and the FIFA Ethics Committee to fully comply with the obligation under this Clause 6.5.
- (ii) The Member Association(s) shall ensure, and will oblige the Bid Consultants accordingly, that any third party agreements by the Bid Consultants in relation to any planned Bid promotional activities permit disclosure and do not contain any confidentiality or other restrictions towards FIFA and the FIFA Ethics Committee to fully comply with the obligation under this Clause 6.5.

6.5.4 Use of Reports by FIFA

The Member Association(s) agree(s) and acknowledge(s) that:

- (i) FIFA may assess and evaluate as to whether any Bid promotional activity unduly influences the Bidding Process in violation of the Bid Rules of Conduct;
- (ii) any reports and further information provided by the Member Association(s) to FIFA may be provided to the FIFA Ethics Committee for the purpose of an independent investigation and further procedural measures; and
- (iii) any response by FIFA, or lack of a response by FIFA and/or the FIFA Ethics Committee, with regard to a Bid promotional activity shall not be deemed, or construed as, approval or acceptance of the Bid promotional activity in question and shall not affect the power of the FIFA Ethics Committee to rule on the subject matter.

6.5.5 Storage of Files, Books and further Information

The Member Association(s) shall, regardless of whether the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), have been selected by FIFA for the hosting of the Competition keep, and appropriately store, any and all files, books, further information and other physical and electronic material relating to the Bid for a minimum of five (5) years following FIFA's selection of the host of the Competition.

7. BID FINANCING

7.1 General Principles

- (i) The Member Association(s) is/are solely responsible for all costs, expenses and liabilities incurred in connection with the Bidding Process and any activities related thereto, regardless of whether or not any such activities are required by FIFA from the Member Association(s) as part of the Bidding Process.
- (ii) The Member Association(s) shall properly finance, and ensure that it/they has/have sufficient liquidity to carry out, its/their activities in relation to the preparation and submission of the Bid for the entire duration of the Bidding Process.
- (iii) The Member Association(s) shall conduct all activities in connection with the Bidding Process in an economically reasonable and prudent manner and at all times recognising its/their responsibility to safeguard the integrity and reputation of football and complying with the FIFA Code of Ethics.

7.2 Revenues / Donations

7.2.1 Private and Public Sector

To finance the Bid and any Bid-related activities, the Member Association(s), may secure funding from both the public and private sector in accordance with this Bidding Registration, provided that, upon FIFA's written request, FIFA receives in writing all details of such funding from the public or private sector, in particular the amount of the funding and the identity of the entity providing such funds.

7.2.2 Donations

The Member Association(s) shall be entitled to solicit, and receive, donations in monetary form and in value-in-kind form, provided that all reasonable steps are taken to ensure that such donors make no public reference or statement in any form to the fact, or nature, of their donations.

7.2.3 No Bid Sponsors

The Member Association(s) shall not appoint any sponsors in relation to its/their participation in the first phase of the Bidding Process as referred to in Clause 3.2 above to publicly support and associate themselves with the Bid and/or the Bidding Process.

7.2.4 FIFA Contributions

The Member Association(s) shall ensure that the Bid and any Bid-related activities of the Member Association(s) are not entirely, or partially, financed through any funds contributed by FIFA to the Member Association(s) as part of the FIFA Forward Programme or comparable FIFA programmes.

7.3 FIFA Rights

- (i) The Member Association(s) agree(s) and acknowledge(s) that the exploitation of any of the marketing, media or other commercial rights related to the Competition during the term of this Bidding Registration and at any time thereafter is the sole right and responsibility of FIFA and that any and all revenues derived from such exploitation may be fully retained by FIFA to the exclusion of the Member Association(s), unless specifically agreed otherwise in writing by FIFA. The Member Association(s) hereby confirm(s) that it/they may not, have not and will not rely on any of these revenues to cover the costs incurred in connection with the Bidding Process and in relation to any Bid-related activities.
- (ii) To the extent that any local or national laws or regulations in the Host Country (in case of a Single Bid), or in any of the Host Countries (in case of a Joint Bid), may result in any marketing, media or any other commercial rights in relation to the Competition being entirely or partially owned or controlled by the Member Association(s), the Member Association(s) hereby assign(s) and/or transfer(s) to FIFA, unconditionally and free of any charge, any and all such rights in perpetuity for FIFA's unfettered exploitation. The Member Association(s) hereby waive(s) unconditionally any and all claims to exercise and/or exploit such rights themselves or to grant to any third party the right to exercise or exploit any such rights.

7.4 Bid Accounting

- (i) The Member Association(s) undertake(s) to ensure that, regardless of whether the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), has/have been selected by FIFA as host countries of the Competition it/they will:
 - a) establish a complete, accurate and clear accounting system relating to the Bid in accordance with generally accepted accounting principles, such accounting system to also indicate the amount of the funding and the identity of the entity providing such funds;
 - b) appoint an independent and internationally recognised auditing firm to carry out a final audit of the Bid accounting system and any books and other material relating thereto of the (respective) Member Association (any such appointment remains subject to FIFA's prior written approval);
 - c) provide FIFA with a certified copy of such audit report within three (3) months following conclusion of the first phase of the Bidding Process as referred to in Clause 3.2 above; and
 - d) keep any and all books and other physical and electronic material relating to the Bid accounting system for a minimum of five (5) years following FIFA's selection of the host countries of the Competition.

Should in case of a Joint Bid, the Member Associations establish a joint accounting system for the Joint Bid, the requirements pursuant to this Clause 7.4 (i) above shall apply accordingly. In such case, the Member Associations shall inform FIFA and comply with any additional requirements which may be determined by FIFA in this respect.

- (ii) FIFA shall, at its own costs, at any time during or after the Bidding Process, be entitled to conduct an audit of the Bid accounting system and any books and other material relating thereto of the Member Association(s). Such audit may be conducted by FIFA itself, including the competent chamber of the FIFA Ethics Committee or by an independent auditor appointed by FIFA. The Member Association(s) shall reasonably support any such audit by, for example, providing all relevant books and other material to FIFA without delay.

8. SUSTAINABLE EVENT MANAGEMENT AND HUMAN RIGHTS

8.1 GENERAL PRINCIPLES

- (i) The FIFA World Cup represents an event of major national and international significance with the potential to create a positive experience and long-lasting legacy in the Host Country/Host Countries and beyond. Due to the magnitude, complexity and significant environmental, social and economic impact of the FIFA World Cup in the Host Country/Host Countries, special attention and efforts are required by all involved stakeholders with a view to hosting and staging the FIFA World Cup in a sustainable manner that does not involve adverse impacts on human rights and labour standards.
- (ii) In accordance with FIFA's statutory objectives and core values, as reflected in Articles 3 and 4 of the FIFA Statutes as well as FIFA's Human Rights Policy, FIFA is fully committed to conducting its activities in connection with hosting and staging the Competition based on Sustainable Event Management principles in line with ISO20121 and to respecting Internationally Recognised Human Rights, including workers' rights, in accordance with the UN Guiding Principles. Likewise, FIFA expects the Member Association(s) and all other stakeholders to conduct all activities in connection with the Bidding Process as well as the hosting and staging the Competition based on Sustainable Event Management principles in line with ISO20121 and respecting Internationally Recognised Human Rights, including workers' rights, in accordance with the UN Guiding Principles.

8.2 UNDERTAKINGS BY MEMBER ASSOCIATION(S)

- (i) The Member Association(s) shall respect Internationally Recognised Human Rights, including workers' rights, in all aspects of its/their activities relating to this Bidding Process in accordance with the UN Guiding Principles, with the understanding that this entails taking adequate measures to:
 - a) avoid causing or contributing to any adverse human rights, including workers' rights, impacts through its/their own activities, and address such impacts when they occur; and

- b) seek to prevent or mitigate adverse human rights impacts that are directly linked to its/their operations, products or services by its/their business relationships even if the Member Association(s) has/have not caused or contributed to such impacts, because a significant part of human rights risk may be associated with the activities of third parties.
- (ii) Furthermore, the Member Association(s) hereby acknowledge(s) that, as part of its/their Bid Book, it/they shall be requested to provide the following, as further described in the Bidding Agreement:
- a) an explicit public commitment that the Member Association(s) will respect Internationally Recognised Human Rights, including workers' rights, in accordance with the UN Guiding Principles in all aspects of its/their activities relating to the hosting and staging of the Competition, including legacy and post-event related activities;
 - b) a proposal for a human rights strategy on how to meet its/their obligations to respect Internationally Recognised Human Rights, including workers' rights, in accordance with the UN Guiding Principles in all aspects of its/their activities relating to the hosting and staging of the Competition, including legacy and post-event related activities; and
 - c) a summary report outlining the Member Association(s)' stakeholder engagement process implemented as part of the development of the aforementioned human rights strategy.
- (iii) The Member Association(s) shall, in connection with any activities in relation to the Bidding Process, use its/their financial resources in a moderate manner, without incurring undue expenses.

9. BID RULES OF CONDUCT

9.1 General Principles

- (i) The FIFA Code of Ethics reflects the principles of the FIFA Code of Conduct which generally defines the most important core values for behaviour and conduct within FIFA as well as with external parties, including all member associations of FIFA. The FIFA Code of Ethics applies to all officials, such as the members of the FIFA Council, the delegates of the FIFA Congress, the members of the FIFA general secretariat as well as the representatives of all 211 member associations of FIFA including the Member Association(s). The Bid Rules of Conduct set out in this Clause 9 governs any activities of the representatives of the Member Association(s) and any of its/their Bid Consultants and specifies for such individuals in connection with the Bidding Process such general rules contained in the FIFA Code of Ethics and the FIFA Code of Conduct. Irrespective of such specifications, the FIFA Code of Ethics and the FIFA Code of Conduct are generally applicable to all representatives of all member associations of FIFA, the Member Association(s) and any of its/their Bid Consultants.
- (ii) With regard to the Bidding Process, it is the objective of FIFA to ensure a fair and transparent Bidding Process with no undue influence on the selection of

the host country or host countries for the Competition in violation of the Bid Rules of Conduct. Therefore, it is essential to the integrity, image and reputation of FIFA and the Member Association(s) that its/their conduct during its/their Bid preparations complies with the highest standards of ethical behaviour.

- (iii) The Member Association(s) therefore agree(s) and acknowledge(s) that:
 - a) any of its/their personnel, including the President, Chairman, Secretary General, CEO, any member of the management and any employees, representatives and other officials are considered officials under the FIFA Code of Ethics and shall ensure that any of these individuals will comply with the Bid Rules of Conduct; and
 - b) any of its/their Bid Consultants are considered officials under the FIFA Code of Ethics and shall ensure that any of the Bid Consultants will comply with the Bid Rules of Conduct.
- (iv) Furthermore, the Member Association(s) agree(s) and acknowledge(s) that also activities conducted by the Government (in case of a Single Bid), or the Governments (in case of a Joint Bid), as well as the governments of the states and proposed Host Cities and further stakeholders (as applicable) of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), which are related to the members of the football community and/or football in general may adversely affect the integrity of the Bidding Process and create an undue influence on the Bidding Process.

9.2 Ethical Behaviour

- (i) The Member Association(s) shall conduct any activities in relation to the Bidding Process in accordance with basic ethical principles such as integrity, responsibility, trustworthiness and fairness. The Member Association(s) shall refrain from attempting to influence members of the FIFA Council, the actual or potential delegates of the FIFA Congress or any other FIFA consultants or other officials, in particular by offering any kind of benefits for specific behaviour.
- (ii) The Member Association(s) shall declare to FIFA that the contents of the Bid Book and any documents contained therein reflect the truth and are in no way misleading and shall notify FIFA of any facts or information that come to light following the submission of the Bid that may result in the contents of the Bid Book and any documents contained therein no longer reflecting the truth or being misleading.
- (iii) The Member Association(s) shall provide FIFA with all requested information in a truthful manner at all times.

9.3 Gifts

- (i) The Member Association(s) shall refrain, and shall ensure that each entity or individual associated or affiliated with the Member Association(s) shall refrain, from providing to FIFA or to any representative of FIFA, to any member of the

FIFA Council, the actual or potential delegates of the FIFA Congress, FIFA consultants or other officials, or any of their respective relatives, companions, guests or nominees any gifts, unless such gift:

- a) only has symbolic or trivial value;
 - b) excludes any influence for the execution or omission of an act that is related to their official activities or falls within their discretion;
 - c) is not contrary to its/their duties;
 - d) does not create any undue pecuniary or other advantage; and
 - e) does not create a conflict of interest.
- (ii) The Member Association(s) acknowledge(s) that any such persons are prohibited from receiving any gifts not meeting all of the above criteria.
- (iii) In any case, the Member Association(s) shall provide FIFA in writing with a conclusive list of all occasional gifts planned to be handed out or handed out to any such entity or individual as set forth above.

9.4 Reporting Obligation

- (i) The Member Association(s) agree(s) and acknowledge(s) that, due to the outstanding importance to ensure a fair and transparent Bidding Process, the obligation to report promotional activities to FIFA pursuant to Clauses 6.5.1 and 6.5.2 above form part of the Bid Rules of Conduct.
- (ii) In order to create awareness at the Government (in case of a Single Bid), or the Governments (in case of a Joint Bid), as well as the governments of the states and proposed Host Cities and further stakeholders (as applicable) of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid) that any of its/their activities which are related to the members of the football community and/or football in general may adversely affect the integrity of the Bidding Process as well as the integrity, image and reputation of the Member Association(s), FIFA and the FIFA World Cup, the Member Association(s) shall inform such entities about the Bid Rules of Conduct. The Member Association(s) shall use its/their best efforts to achieve full transparency by such entities in relation to any such activities that may create an undue influence on the Bidding Process.

Clause 6.5 above shall apply to any activities reported to the Member Association(s) by Government (in case of a Single Bid), or the Governments (in case of a Joint Bid), as well as the governments of the states and proposed Host Cities and further stakeholders (as applicable) of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid).

9.5 Statements concerning other Bids

The Member Association(s) agree(s) to refrain, and undertake(s) to ensure that the Bid Consultants refrain, from making any written or oral statements of any kind, whether adverse or otherwise, about the bids of any other member association which has expressed an interest in hosting and staging the Competition. This provision shall not apply to any statements to FIFA in relation to alleged inappropriate conduct from such other member associations.

9.6 Unfair Collaboration

The Member Association(s) agree(s) to refrain from collaborating or colluding with any other member association, confederation or any other third party with a view to unfairly influencing the outcome of the Bidding Process. In particular, the Member Association(s) is/are prohibited from entering into any kind of agreement with any other member association or confederation in regards to the behaviour during the Bidding Process and other bidding processes organised by FIFA or any third party, and the manner in which a member association bid for the Competition or which may otherwise influence the Bidding Process.

9.7 Development Measures and Friendly Matches

9.7.1 General Development Measures

- (i) In order to protect the integrity of the Bidding Process and to ensure that its/their activities are not unduly influencing the selection of the host country or host countries for the Competition in violation of the Bid Rules of Conduct, the Member Association(s) agree(s) to refrain, and undertakes to oblige any of its/their Bid Consultants and further contractors to refrain, from creating, or announcing or promising any kind of support or development programme or further initiative containing any kind of financial or commercially beneficial contributions to single or multiple members of the football community, such as other member associations, the confederations, football leagues or football clubs outside of the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid) in a manner which may be considered being connected to the Bid.
- (ii) In particular, the Member Association(s) shall refrain from any kind of support or development programme or further initiative containing any kind of financial or commercially beneficial contributions creating an effect outside of the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), unless such development programme or further initiative was initiated and supported by the Member Association(s) prior to 01 January 2016. The Member Association(s) shall report to FIFA in writing about any such pre-existing development programme or further initiative pursuant to Clause 6.5 above.

9.7.2 Friendly Matches

The organisation and staging of football friendly matches of the representative teams between member associations form an important part of the statutory tasks of each member association, including the Member Association(s). In order to protect the integrity of the Bidding Process, the Member Association(s) undertake(s) to not organise and stage, or agree(s) to commercial terms in relation to commercial rights

to, friendly matches of the Member Association's (in case of a Single Bid), or the Member Associations' (in case of a Joint Bid), representative teams or between any representative teams of other member associations or football clubs in a manner which may be considered as unduly influencing the selection of the host country or host countries for the Competition in violation of the Bid Rules of Conduct. Clause 6.5 above shall apply to any friendly matches played or arranged during the Bidding Process.

9.8 Personal Affirmation

The Member Association(s) shall:

- (i) ensure that its/their Presidents, Chairmans, CEOs and General Secretaries (as applicable), each execute a personal affirmation in such form as set forth in the template personal affirmation attached to this Bidding Registration as Annexe 7 a (in case of a Single Bid) and Annexe 7 b (in case of a Joint Bid); and
- (ii) provide such executed personal affirmations to FIFA at the time of the presentation of the Bid pursuant to Clause 3.6.1 above.

9.9 FIFA Ethics Committee

- (i) The Member Association(s) agree(s) and acknowledge(s) that FIFA has established the FIFA Ethics Committee as an independent judicial body which, among other responsibilities, is, on its own initiative and at its full and independent discretion, competent to investigate as to whether any activities in connection with the Bidding Process are of unethical nature, such as creating an undue influence on the Bidding Process, in violation of the FIFA Code of Ethics and further specific rules contained in the Bid Rules of Conduct.
- (ii) The authority and procedure of the FIFA Ethics Committee, including the manner in which it may investigate, adjudicate and sanction any activities in connection with the Bidding Process are set forth in the FIFA Code of Ethics in its applicable form.
- (iii) The FIFA Ethics Committee may appoint one of its members to be designated to act on behalf of the FIFA Ethics Committee, and as first point of contact and main liaison, vis a vis the Member Association(s) and FIFA throughout the Bidding Process in order to monitor as to whether any activities in the Bidding Process are of an unethical nature.
- (iv) Upon request by the FIFA Ethics Committee, the Member Association(s) undertake(s) and warrant(s), at its/their own cost, to fully cooperate with, and support, any audit or inquiry conducted by, the FIFA Ethics Committee and to provide, in a timely manner, any information or document required to be disclosed. Furthermore, the Member Association(s) shall ensure that its/their employees, representatives, other officials and Bid Consultants fully cooperate with, and support, any such investigation and procedure in the same manner as set forth above.

9.10 Violation of Bid Rules of Conduct

9.10.1 Acceptance of Final Decision on violation of Bid Rules of Conduct

- (i) The Member Association(s) agree(s) and acknowledge(s) that:
- a) the FIFA Code of Ethics applies to any violation of the Bid Rules of Conduct and any such violation of the Bid Rules of Conduct shall be deemed illegal, immoral or unethical behaviour pursuant to article 1 of the FIFA Code of Ethics and falls under the competence of the FIFA Ethics Committee;
 - b) any such violation of the Bid Rules of Conduct shall, without limitation to any other provisions contained in this Bidding Registration (in particular the acknowledgements stated in this Clause 9.10.1 below), be deemed sufficiently proven by FIFA if stated in a final and binding decision by the Adjudicatory Chamber of the FIFA Ethics Committee, to the effect that:
 - FIFA may exercise any contractual rights, including the right to terminate this Bidding Registration on the basis of any violation stated in such final decision; and
 - in connection with any arbitration proceeding pursuant to Clause 12.17 below, the Member Association(s) irrevocably accept(s) that no further proof with respect to the violation stated in such final decision shall be provided by FIFA.
- (ii) The Member Association(s) agree(s) and acknowledge(s) that:
- a) irrespective of the competence of the FIFA Ethics Committee as set forth above, FIFA may independently assess and evaluate as to whether any activities in connection with the Bidding Process are in violation of this Bidding Registration, the Bid Rules of Conduct or any further decision, regulation or guideline issued by FIFA and that FIFA is entitled to decide, at its sole discretion, whether to exercise any of its contractual rights under this Bidding Registration, any other Bidding Documents or Hosting Documents, without prejudice to any other rights or remedies FIFA may have;
 - b) an omission by FIFA to exercise any contractual rights or an omission by the FIFA Ethics Committee to sanction any activity shall not be deemed, or construed as, approval or acceptance of such activity in question;
 - c) the decision by FIFA to exercise any contractual rights under this Bidding Registration, any other Bidding Documents or Hosting Documents shall be without prejudice to any sanctions that the FIFA Ethics Committee may or may not impose on the Member Association(s) and/or its/their employees, representatives, other officials or Bid Consultants under the FIFA Code of Ethics; and
 - d) any decision by the FIFA Ethics Committee to impose or not impose any sanctions on employees, representatives, other officials and/or Bid Consultants of the Member Association(s) under the FIFA Code of Ethics

shall be without prejudice to FIFA's right to exercise any contractual rights under this Bidding Registration, any other Bidding Documents or Hosting Documents.

9.10.2 Member Association(s) Responsibility

- (i) Each of the Member Association(s) agree(s) and acknowledge(s), to be fully responsible for any acts and omissions by any of its/their own employees, representatives or other officials and/or its/their Bid Consultants. Therefore, for the purpose of this Bidding Registration, any violation of the Bid Rules of Conduct by any of the (respective) Member Association's own employees, representatives or other officials and/or its Bid Consultants shall be considered a violation by the (respective) Member Association.
- (ii) In case of a Joint Bid, in addition to the responsibility of each of the Member Associations pursuant to Clause 9.10.2 (i) above for any acts and omissions by any of their own employees, representatives or other officials and/or their Bid Consultants, each Member Association agrees and acknowledges to be fully responsible for any acts and omissions by the respective other Member Association(s) as well as by any of the employees, representatives, other officials and/or Bid Consultants of the respectively other Member Association(s). Therefore, for the purpose of this Bidding Registration, any violation of the Bid Rules of Conduct by any of the Member Associations' employees, representatives, other officials and/or Bid Consultants shall be considered a violation by each of the Member Associations.

9.10.3 Surviving Effects of Material Violations on Hosting Documents

The Member Association(s) agree(s) and acknowledge(s) that, in case of any material violation of the Bid Rules of Conduct by the Member Association(s) pursuant to Clause 9.10.2 above:

- (i) FIFA shall be entitled to terminate the Hosting Agreement and/or the other Hosting Documents for cause with immediate legal effect, regardless of whether such violation (a) has unfairly influenced the outcome of the Bidding Process, including in respect of FIFA's decision to appoint the Member Association(s); (b) occurs, or is known to FIFA, prior or after the time of execution of the Hosting Agreement; (c) is known by FIFA but has not been sanctioned by the FIFA Ethics Committee prior to the time of the execution of this Hosting Agreement; or (d) has been caused by individual or joint acts or omissions by the Member Association(s); and
- (ii) the terms and conditions of Clause 12.11 below apply to the effect that the Member Association(s) shall indemnify, defend and hold FIFA, any FIFA subsidiaries as well as their officers, directors, employees, representatives, agents, and/or auxiliary persons harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from, arising out of, or attributable to FIFA's termination of the Hosting Agreement and/or the remaining Hosting Documents.

10. BID MARKS

10.1 Creation of Bid Mark

10.1.1 Right to create Bid Mark

The Member Association(s) is/are entitled and obliged to create its/their own Bid Mark pursuant to the terms and conditions of this Bidding Registration.

10.1.2 Bid Mark Requirements

In particular, the Bid Mark shall:

- (i) consist of a composite logo, i.e. the composite nature of the Bid Mark requires the entirety of the Bid Mark to be enclosed within a graphic box, incorporating:
 - a) a graphic element reflecting the Member Association's (in case of a Single Bid), or the Member Associations' (in case of a Joint Bid), aspirations to host the Competition in the Host Country/Host Countries and emphasising the national character of the Bid as well as the figure "2026";
 - b) the official emblem(s) of the Member Association(s); and
 - c) the designation in English language only: "[*Host Country*] *Bidding Nation*" in case of a Single Bid, or "[*Host Country I*] [*Host Country II*] *Bidding Nations*" in case of a Joint Bid;
- (ii) not contain:
 - a) the word "FIFA", "FIFA World Cup", "World Cup" or any variation or translation hereof;
 - b) any illustration, stylisation or representation of the trophy of the FIFA World Cup or any other FIFA competition;
 - c) any FIFA corporate or competition-related marks or any element thereof or any further registered or unregistered trademarks owned or used by FIFA; or
 - d) any term which is confusingly similar to, is a colourable imitation of, or is a derivation of such words, items and/or trademarks; and
- (iii) fully comply with the FIFA Bid Mark Guidelines attached to this Bidding Registration as Annexe 3, which govern the creation and use of any Bid Mark.

10.1.3 Order of Reference for Joint Bids

In case of a Joint Bid, unless otherwise notified in writing by the Member Associations at the latest by the time of the submission of this Bidding Registration, FIFA will refer to the Member Associations in English alphabetical order for any purposes related to the Bidding Process and the hosting and staging of the Competition. The Member

Associations shall not be entitled to change the order of the Member Associations after such date.

10.1.4 No Use of Other Designations

The Member Association(s) shall not be entitled to create or use a Bid Mark which includes, or consists of, any abbreviation or other designation referring to the fact that the Bid is conducted by the Member Association(s).

10.2 FIFA Approval of Bid Mark

- (i) The proposed Bid Mark is subject to FIFA's prior written approval.
- (ii) In order to enable FIFA to review the proposed design for its approval, the Member Association(s) shall:
 - a) prior to submitting the proposed design to FIFA for approval, conduct a professional state-of-the-art trademark clearance search to ensure that its/their proposed Bid Mark does not infringe any prior third party rights and is fully capable of registration and assignment as required under FIFA's template Bid Mark assignment agreement attached to this Bidding Registration as Annexe 4 and provide the results of such research to FIFA; and
 - b) submit the design of the proposed Bid Mark to FIFA.
- (iii) The proposed design of the Bid Mark and the trademark clearance search results shall be submitted by the Member Association(s) via email to 2026bid@fifa.org by no later than 30 November 2017.

10.3 Bid Mark Assignment Agreement

10.3.1 Assignment of Rights

The Member Association(s) shall assign (together with the Bid Mark creator, if different from the Member Association(s)) to FIFA, free of charge and in perpetuity, any and all intellectual property rights in and to the Bid Mark, including any pre-existing rights, but excluding the official emblem of the Member Association(s) (any and all intellectual property rights relating to the official emblem remaining the property of the Member Association(s)) and the designation "[Country] Bidding Nations". The Member Association(s) shall grant FIFA a royalty-free, perpetual right to use in any manner its/their official emblems as incorporated within the Bid Mark.

10.3.2 Intellectual Property Assignment Agreement

Prior to any use of the Bid Mark and in any case by no later than 30 November 2017, the Member Association(s) shall submit to FIFA a Bid Mark assignment agreement fully jointly executed by the Member Association(s) and/or any third party involved in the creation of the Bid Mark. Such Bid Mark assignment agreement shall be in full

compliance with FIFA's template Bid Mark assignment agreement attached to this Bidding Registration as Annexe 4.

10.3.3 Trademark Registration and Assignment

- (i) The Member Association(s) shall apply for trademark registration(s) in its/their own name for the proposed Bid Mark excluding the official emblem of the Member Association(s) (any and all intellectual property rights relating to the official emblems remaining the property of the Member Association(s)) and the designation "[Country] Bidding Nations". Such applications shall be filed prior to the assignment of rights to FIFA pursuant to Clause 10.3.2 above.
- (ii) FIFA shall be assigned all trademark applications and/or registrations in relation to the images and artwork comprising the proposed Bid Mark, excluding the official emblem(s) of the Member Association(s). Such assignment shall be in full compliance with FIFA's template Bid Mark assignment agreement attached to this Bidding Registration as Annexe 4.
- (iii) Subject to FIFA's right to request such assignment of all trademark applications or registrations, if the Member Association(s) is/are not appointed by FIFA to stage and host any of the Competition, the Member Association(s) shall withdraw any pending applications and/or expressly apply for deletion of any trademark registrations, of the Bid Mark. The Member Association(s) shall withdraw/apply for deletion no later than three (3) months after, the expiration of this Bidding Registration. However, the Member Association(s) shall not withdraw/apply for deletion before the expiration of this Bidding Registration.

10.3.4 Indemnification

The Member Association(s) agree(s) to indemnify, defend and hold FIFA harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from, arising out of, or attributable to the use of the Bid Mark by FIFA, the Member Association(s) or any third party authorised by FIFA.

10.4 Use of Bid Mark

10.4.1 Use by Member Association(s)

- (i) The Member Association(s) shall be entitled to use the Bid Mark only after FIFA's countersignature of the Bid Mark assignment agreement as referred to in Clause 10.3.3 above.
- (ii) The Member Association(s) may only use the Bid Mark to promote its/their Bid in accordance with the obligations and restrictions hereunder, in particular the FIFA Bid Mark Guidelines. The Bid Mark may be used on the Member Association's (in case of a Single Bid), or the Member Associations' (in case of a Joint Bid), stationery and on any further promotional materials.

10.4.2 Use as Promotional Items / Merchandise Items

- (i) If the Bid Mark is used on any promotional items (such as giveaways) or merchandise items by the Member Association(s) or any third party, the Member Association(s) agree(s) to seek FIFA's prior written approval for the use of the Bid Mark on or in connection with such items and the number of any item to be produced.
- (ii) The production, sale, distribution and/or use of any items bearing the Bid Mark shall cease no later than one (1) month following the conclusion of the first phase of the Bidding Process as referred to in Clause 3.2 above.

10.4.3 Expiration of the right to use the Bid Mark

- (i) The right to use the Bid Mark according to Clauses 10.4.1 and 10.4.2 above expires automatically one (1) month following the conclusion of the first phase of the Bidding Process as referred to in Clause 3.2 above. The Member Association(s) shall thereafter cease any and all use of the Bid Mark and shall strictly enforce such expiration of the right to use the Bid Mark to any third parties having been granted the right to use the Bid Mark.
- (ii) In case the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), have been selected by FIFA to host the Competition, FIFA may, in its sole discretion, grant the Member Association(s) (i.e. excluding any third party) the right to use a temporary Competition-related mark developed by FIFA (a so-called line mark) as communication vehicle from the moment of expiration of the right to use the Bid Mark until the date of the official launch of the official emblem(s) of the Competition as further set forth under the Hosting Agreement.

10.5 Use of other Marks, Logos and Titles

- (i) Other than the Bid Mark, the Member Association(s) agree(s) not to create, develop, use or register:
 - a) any registered or unregistered intellectual property owned by FIFA, including the trophy of the FIFA World Cup or any other FIFA competitions; or
 - b) any term or logo which is confusingly similar to, is a colourable imitation of, or is a derivation of such intellectual property.
- (ii) In particular, the Member Association(s) agree(s) to refrain from the creation, development, use or registration of any trademark, name, brand name, indicia, symbol, logo, service mark, event name, other mark or other designation, design or artwork (whether registered or unregistered) which may be inferred by the public as identifying or associating with FIFA or the Competition, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft (or any other term used in any language to identify the Competition), or the creation, development, use or registration of any dates in connection with the names of the Host Country (in case of a Single Bid), or the Host Countries (in case of a Joint Bid), any site or proposed host city of the Competition, or any similar indicia or derivation of such terms or dates in any language.

11. REGISTRATION OF COMPETITION MARKS

11.1 Trademark Registration in Host Country/Host Countries

- (i) In case of a Single Bid, the Member Association agrees and acknowledges that FIFA may apply for registration in the Member Association's own name of the Competition marks

- [*Host Country 2026*] in the Host Country;

both in English and, if desired by FIFA, in the language of the Host Country as a national trademark in the Host Country or an international trademark which, among others, grants protection in the Host Country in international classes 1 to 45.

- (ii) In case of a Joint Bid, the Member Associations agree and acknowledge that FIFA may apply for registration in their own name of the Competition marks

- [*Host Country I 2026*] in the Host Countries;
- [*Host Country II 2026*] in the Host Countries;
- [*Host Country I / Host Country II 2026*] in the Host Countries;

both in English and, if desired by FIFA, in the language of the Host Countries (as applicable) as a national trademark in the Host Countries or an international trademark which, among others, grants protection in the Host Countries in international classes 1 to 45.

11.2 Pre-Existing Registrations

In the event that the Member Association(s) or any entity related to them, has/have already applied for registration of, or has/have registered, the Competition marks referred to in Clause 11.1 above as a national or an international trademark in any or all of these registration classes, the Member Association(s) or any entity related to the Member Association(s) shall assign to FIFA any rights arising from the application or registration of such Competition marks to the greatest extent legally possible by executing a trademark assignment agreement in such form as provided by FIFA to the Member Association(s) within fifteen (15) business days of the receipt of such trademark assignment agreement from FIFA.

11.3 General Support of FIFA

The Member Association(s) shall provide FIFA with such assistance as reasonably required by FIFA in relation to any current or future national and international trademark registration processes.

11.4 Costs

The Member Association(s) undertake(s) to bear the costs incurred by FIFA in relation to the registration or assignment of the Competition marks referred to in Clause 11.1 above (including costs arising from the appointment of local counsel). FIFA will provide an invoice to the Member Association(s) for such costs and may deduct such costs from any contributions paid by FIFA to the Member Association(s).

11.5 Use of Competition Marks

The Member Association(s) undertake(s) to not use the Competition marks referred to in Clause 11.1 above or any other mark owned by FIFA unless approved otherwise in writing by FIFA.

12. MISCELLANEOUS

12.1 Compliance by Member Association(s)

- (i) In case of a Single Bid, by executing this Bidding Registration, in connection with its Single Bid, the Member Association undertakes to fully comply with any provisions, procedures, terms and requirements set out in this Bidding Registration at any time of the Bidding Process in a timely manner.
- (ii) In case of a Joint Bid, by jointly executing this Bidding Registration, in connection with their Joint Bid, each of the Member Associations:
 - a) undertakes to fully comply with any provisions, procedures, terms and requirements set out in this Bidding Registration at any time of the Bidding Process in a timely manner;
 - b) undertakes to ensure that the respectively other Member Association fully complies with any provisions, procedures, terms and requirements set out in this Bidding Registration at any time of the Bidding Process in a timely manner; and
 - c) agrees and acknowledges that any provisions, procedures, terms and requirements set out in this Bidding Registration shall only be deemed complied with if the Member Associations have fully and individually (if applicable) complied with the respective provisions, procedures, terms and requirements in a timely manner.

12.2 Joint and Several Liability in case of a Joint Bid

In case of a Joint Bid, by executing this Bidding Registration, in connection with their Joint Bid, the Member Associations agree and acknowledge that they shall be jointly and severally liable to FIFA for, and shall guarantee to FIFA, the full and complete performance of any of the obligations, waivers, acknowledgements, confirmations, warranties, representations and covenants under this Bidding Registration by each of the Member Associations.

12.3 Representations and Warranties

The Member Association(s) represent(s), warrant(s) and undertake(s) that:

- (i) it has (in case of a Single Bid), respectively they have each individually (in case of a Joint Bid), and will continue to have throughout the term of this Bidding Registration, the full right and authority to enter into this Bidding Registration, and to accept and perform its/their obligations under this Bidding Registration;
- (ii) this Bidding Registration, once fully executed by the parties, will be enforceable against the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), in accordance with its terms;
- (iii) it is/are not aware of any impediment or restriction which impairs or restricts, or might impair or restrict, the performance of its/their obligations under this Bidding Registration;
- (iv) it/they will perform all its/their obligations hereunder in full compliance with the terms of this Bidding Registration and by applying the highest standard of care;
- (v) the conclusion and performance of this Bidding Registration have been duly authorised by all necessary corporate actions of the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), and do not contravene the certificate of incorporation or the by-laws of the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), and will not result in a breach of, or constitute a default under, any contractual obligations of the Member Association(s); and
- (vi) there are no actions, suits or proceedings pending or, to the best knowledge of the Member Association(s), threatened, against (any of) the Member Association(s) before any court, tribunal or governmental body, agency or other authority which might substantially and adversely affect the financial condition of the Member Association(s) or its/their ability to perform its/their obligations under this Bidding Registration.

12.4 Term

The term of this Bidding Registration commences on the date of its execution and will expire as follows:

- (i) if the Member Association(s) is/are not appointed by FIFA for the hosting of the Competition in the Host Country/Host Countries, this Bidding Registration will expire one (1) month after the conclusion of the first phase of the Bidding Process as referred to in Clause 3.2 above; or
- (ii) if the Member Association(s) is/are appointed by FIFA for the hosting of the Competition in the Host Country/Host Countries, this Bidding Registration shall expire upon the counter-signature of the Hosting Agreement by FIFA;

unless previously terminated in accordance with Clause 12.5 below.

12.5 Termination

12.5.1 Termination Right for FIFA

- (i) FIFA may, at any time during the Bidding Process, terminate this Bidding Registration with immediate effect by written notice:
 - a) if it decides to abandon the Bidding Process entirely, or to cease the first phase of the Bidding Process as referred to in Clause 3.2 and commence the second phase of the Bidding Process or an entirely new bidding process pursuant to Clause 3.3.3 above;
 - b) entirely with respect to the Member Association (in case of a Single Bid), or all Member Associations (in case of a Joint Bid), in the event that the Member Association(s) fail(s) to comply with any of its/their obligations under this Bidding Registration and do not remedy such failure within one (1) month after being called upon to do so by written notice from FIFA, respectively five (5) days in the event that the failure by the Member Association(s) occurs or is detected by FIFA later than three (3) months prior to the date of the designation by the FIFA Council of bids to be submitted to the FIFA Congress for a final decision pursuant to the Bidding Registration;
 - c) in case of a Joint Bid partially with respect to a Member Association, only in the event that such Member Association fails to comply with any of its obligations under this Bidding Registration and does not remedy such failure within one (1) month after being called upon to do so by written notice from FIFA, respectively five (5) days in the event that the failure by the Member Association occurs or is detected by FIFA later than three (3) months prior to the date of the designation by the FIFA Council of bids to be submitted to the FIFA Congress for a final decision pursuant to the Bidding Registration; or
 - d) in case of any material violation of the terms and conditions of this Bidding Registration. In particular, the following shall represent a "material violation" for the purposes of this subsection d):
 - a non-compliance with any deadlines as referred to in Clause 3.3.6 above;
 - any acts or omissions by any of the Member Association(s) and/or any of its/their employees, representatives, other officials and/or Bid Consultants which constitute a material violation of the Bid Rules of Conduct; and/or
 - any other violation which, in FIFA's reasonable opinion, adversely affects the integrity of the Bidding Process and/or can be considered as unduly influencing the selection of the host country or host countries for the Competition.
- (ii) FIFA shall terminate this Bidding Registration with immediate effect by written notice in case the Member Association(s) fail(s) to achieve one or both of the

minimum scores pursuant to Clause 3.5.3 (iii) above. FIFA shall provide the Member Association(s) with the technical evaluation report pursuant to Clause 3.5.2 (ii) c) above.

- (iii) The entire termination of this Bidding Registration shall automatically be deemed as
 - a) a rejection of the Bid if such Bid has been submitted to FIFA at such time; and
 - b) a cessation of the first phase of the Bidding Process in the event that (if applicable) FIFA has also terminated the bidding registrations executed by any other member association participating in the first phase of the Bidding Process.

12.5.2 Termination Right for Member Association(s)

- (i) In case of a Single Bid, the Member Association may terminate this Bidding Registration by written notice at any time during the Bidding Process with the effect that any and all rights and obligations of the Member Association are terminated with immediate effect unless otherwise set forth in Clause 12.5.4 below. The termination of this Bidding Registration by the Member Association shall automatically be deemed as an immediate abandonment of the Bidding Process.
- (ii) In case of a Joint Bid:
 - a) the Member Associations may terminate this Bidding Registration by joint written notice at any time during the Bidding Process with the effect that any and all rights and obligations of the Member Associations are terminated with immediate effect unless otherwise set forth in Clause 12.5.4 below. The termination of this Bidding Registration by all Member Associations shall automatically be deemed as an immediate abandonment of the Bidding Process; and
 - b) each of the Member Associations may individually terminate this Bidding Registration by individual written notice of the abandonment of the Bidding Process pursuant to Clause 12.5.3 below and at any time during the Bidding Process with the effect that any and all rights and obligations of such Member Association are terminated with immediate effect unless otherwise set forth in Clause 12.5.4 below.

12.5.3 Change of Bid in case of a Joint Bid

- (i) General Principle

In case of a Joint Bid, each Member Association shall be individually entitled to abandon the first phase of the Bidding Process as referred to in Clause 3.2, subject to the terms and conditions of this Clause 12.5.3.

(ii) Notice of Abandonment of First Phase of the Bidding Process

The abandonment of the first phase of Bidding Process shall be declared by written notice to FIFA and the respective other Member Association(s) by the abandoning Member Association and no later than the date of the expiration of the deadline for the submission of the Bid Book pursuant to Clause 2.2.5 above.

In such written notice, the abandoning Member Association shall also declare as to whether it intends to continue the first phase of the Bidding Process by submitting a single Bid.

(iii) Effect of Abandonment of First Phase of Bidding Process

The declaration of the abandonment of the first phase of the Bidding Process shall be deemed a partial termination of this Bidding Registration by the respectively notifying Member Association, with the effect that this Bidding Registration is entirely terminated in relation to the abandoning Member Association only.

This Bidding Registration remains in full force in relation to the remaining Member Association(s) subject to, by no later than fourteen (14) days upon receipt of such declaration by the abandoning Member Association, the remaining Member Association(s) confirming to FIFA by written notice the intention to continue the first phase of the Bidding Process with a single Bid or Joint Bid. In the event that no such notice is received by FIFA by such time, this Bidding Registration shall be automatically deemed entirely terminated also in relation to the remaining Member Association(s), with the effect that the first phase of the Bidding Process shall be deemed abandoned by all Member Associations.

(iv) Continuation of Bidding Process

In the event that the abandoning or remaining Member Association(s) declare(s) the intention to continue the first phase of the Bidding Process with a single Bid or Joint Bid pursuant to Clause 12.5.3 (iii) above, FIFA shall determine as to whether, and by which reasonable deadlines, such Member Association(s) shall provide FIFA with any such documents or information, or take any actions, as may be deemed necessary by FIFA to fulfil the requirements under this Bidding Registration.

In the event that the abandoning Member Association declares its intention to continue the first phase of the Bidding Process with a single Bid pursuant to Clause 12.5.3 (iii) above, such Member Association will be required to execute and submit to FIFA a separate Bidding Registration for single bids by no later than fourteen (14) days after FIFA's receipt of the declaration of the abandonment of the first phase of the Bidding Process.

12.5.4 Surviving Clauses

Clauses 2.3, 3.3.2, 3.3.3, 3.5, 3.6, 6.5, 7.3, 7.4, 8.2, 9, 10.3, 10.4, 10.5, 12.1, 12.2, 12.3, 12.6, 12.7, 12.10, 12.11, 12.15, 12.16 and 12.17 as well as any annexes shall survive the termination of this Bidding Registration for any reason and the expiration of this Bidding Registration. In case of a Joint Bid, the same applies for the partial termination by one Member Association pursuant to Clause 12.5.2 (ii) above.

12.6 Acceptance of FIFA Decision

- (i) The Member Association(s) undertake(s) to accept as final and binding any decision by FIFA in relation to:
 - a) the evaluation of the Bid, including all findings, conclusions and decisions comprised in the Bid Evaluation Report and the request of further information on, clarification of, or revisions to, the Bid;
 - b) the Bidding Process pursuant to Clause 3.3.2 above;
 - c) any amendment to or abandonment of the Bidding Process pursuant to Clause 3.3.3 above (such as (i) the postponement of the shortlisting decision by the FIFA Council and/or the final appointment decision by the delegates of the FIFA Congress or (ii) an abandonment of the first phase of the Bidding Process or the entire Bidding Process or (iii) the commencement of the second phase of the Bidding Process or an entirely new bidding process);
 - d) in case of a Joint Bid, the partial termination by FIFA with respect to one or more of the Member Associations pursuant to Clause 12.5.1 (i) lit c) above;
 - e) the termination of this Bidding Registration in case the Member Association(s) fail(s) to achieve one or both of the minimum scores pursuant to Clause 3.5.3 (iii) above;
 - f) the bids of any other member associations, including the evaluation and assessment of such bids;
 - g) in case of a Joint Bid, the change of the Bid through the continuation or the abandonment of the first phase of the Bidding Process pursuant to Clause 12.5.3 above;
 - h) any amendment, change, reduction or enhancement of the hosting requirements as reflected under the Hosting Documents or the exercise of rights under the Hosting Documents subsequent to the selection of the host country or host countries for the Competition;
 - i) the designation by the FIFA Council of up to three (3) specific bids on such terms and conditions determined by FIFA and the immanent rejection of any not designated bids;
 - j) the decision by the FIFA Congress on the selection of the host country or host countries for the Competition by means of the acceptance of a specific bid by on such terms and conditions determined by FIFA and the immanent rejection of any not selected bids;
 - k) the rejection of all bids; and
 - l) the commencement of an entirely new bidding process as well as any

decision by FIFA with respect to the selection of a host country or host countries to host the Competition as part of such bidding process.

- (ii) The Member Association(s) undertake(s) to accept as final and binding any decision or report by the 2026 Bid Evaluation Task Force and/or such other third party involved by FIFA in the Bidding Process, including the Audit Company and a third party expert appointed by FIFA pursuant to Clause 3.5.6 (i) above.
- (iii) The Member Association(s) further undertake(s) (i) not to, and expressly and irrevocably waive(s) any right to, challenge in any manner such decision by FIFA, and/or (ii) not to claim any compensation, costs, expenses or other damages from FIFA, FIFA's subsidiaries and/or from any of their officers, directors, employees, representatives, agents, contractors, and/or auxiliary persons, in particular in the event of an expiration or a termination of this Bidding Registration, in particular (without limitation) should FIFA elect or elect not to appoint, for whatsoever reason, the Member Association(s) for the Competition.
- (iv) There shall be no liability of whatever nature, whether based upon this Bidding Registration or upon any other legal title, of FIFA, FIFA's subsidiaries, their officers, directors, employees, representatives, agents, contractors, and/or auxiliary persons in relation to the Bidding Process, and/or any related information or communication, and/or any expiration or termination of this Bidding Registration.

12.7 Confidentiality

12.7.1 General Principle

The Member Association(s) agree(s) to keep confidential, and ensure that any of its/their respective employees, representatives, other officials and/or Bid Consultants also keep confidential, all content of this Bidding Registration, all Bidding Documents and all verbal and written correspondence and communications between FIFA and the Member Association(s) during the course of the Bidding Process or thereafter in relation to the Bidding Process. Upon request, the Member Association(s) shall provide FIFA with proof of such written acceptance by its/their respective employees, representatives, other officials and/or Bid Consultants of such confidentiality obligation.

12.7.2 FIFA's Transparency Approach

The Member Association(s) agree(s) and acknowledge(s) that FIFA will apply a high level of transparency with respect to the Bidding Process in general, to the Bid Evaluation Reports as well as to any of the bids submitted and shall therefore not be prevented from informing other member associations participating in the Bidding Process as well as other third parties, including the media and the general public, about the status and/or content of the Bidding Process as well as single bids. In particular, FIFA will, at its sole discretion, make publicly available on www.fifa.com or another Digital Platform or otherwise the Bid Book, the Bid Book Executive Summary, Bid Evaluation Reports and any further information relating to the Bid, this Bidding Registration as well as the final written report by the Audit Company.

12.7.3 Public Announcements by Member Association(s)

The Member Association(s) agree(s) and acknowledge(s) that, irrespective of FIFA's transparency approach pursuant to Clause 12.7.2 above, the Member Association(s) is/are not entitled to proactively make any announcements or further communications to the media and/or general public without prior coordination with FIFA. The parties shall further agree upon the timing, form and content of any such public announcement or further communications by the Member Association(s) in relation to the content of the Bid.

12.8 Notices

All notices to be given under this Bidding Registration shall be given in writing to the addresses as indicated in this Bidding Registration, unless notification of a change of address is given in writing. Any notice will be sent by registered or certified mail and will be effective upon receipt.

12.9 Transfer and Assignment

The Member Association(s) may not transfer and/or assign any of its/their rights or obligations under this Bidding Registration without the prior written consent of FIFA. FIFA shall be entitled to transfer and/or assign any of its rights or obligations under this Bidding Registration, and to delegate the performance of its obligations hereunder, to any third party.

12.10 No Waiver

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

12.11 Indemnification

The Member Association(s) agree(s) to indemnify, defend and hold FIFA, as well as its officers, directors, employees, representatives, agents, and/or auxiliary persons harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses (including reasonable legal expenses) of whatsoever kind or nature resulting from, arising out of, or attributable to any activities or omissions by (i) the Member Association (in case of a Single Bid), (ii) one or more of the Member Associations (in case of a Joint Bid), (iii) the Bid Consultants and/or (iv) any other third party acting on behalf of such parties (including officers, directors, employees and/or auxiliary persons) in connection with the Bidding Process, the Member Association's (in case of a Single Bid), or the Member Associations' (in case of a Joint Bid),

obligations under this Bidding Registration, warranty claims, product liability claims and damages arising out of an action for misleading or deceptive conduct or strict liability in tort.

12.12 Severability

Should an individual provision of this Bidding Registration be invalid or unenforceable, such provision shall be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The validity of the remainder of this Bidding Registration will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this Bidding Registration will remain in full force and effect in so far as the primary purpose of this Bidding Registration is not frustrated.

12.13 Entire Agreement

This Bidding Registration (including its annexes) is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to this Bidding Registration shall be in writing and signed by all parties.

12.14 Interpretation

12.14.1 General Interpretations

- (i) Words importing the singular include the plural and vice versa.
- (ii) References to "include" or "in particular", "e.g." or similar are to be construed as being inclusive without limitation to the listed examples. References to "days" mean actual days, not business days.
- (iii) References to "Clauses" are, unless expressly stated otherwise, references to clauses of this Bidding Registration.
- (iv) All annexes attached to this Bidding Registration form an integral part of this Bidding Registration.

12.14.2 Glossary of Terms

All capitalised terms shall have the meanings as defined in the Glossary of Terms contained in Annexe 1.

12.15 Anti-Corruption

- (i) The parties acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal

Law on Unfair Competition and art. 322octies and are. 322novies of the Swiss Criminal Code.

- (ii) The Member Association(s) shall ensure that all individuals involved in the Bidding Process, including all personnel, any member of the management, employees, representatives and other officials of the Member Association(s), Member Association's compliance and ethics officer as well as any of their Bid Consultants acknowledge that giving and taking bribes can lead to criminal proceedings, amongst others in accordance with art. 4a of the Swiss Federal Law on Unfair Competition and art. 322octies and are. 322novies of the Swiss Criminal Code.

12.16 **Governing Law**

This Bidding Registration is to be governed by, and interpreted in accordance with, the laws of Switzerland, to the exclusion of any choice of law principles and to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

12.17 **Arbitration**

All disputes in connection with this Bidding Registration, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by the Court of Arbitration for Sport (CAS) consisting of three (3) arbitrators. The seat of the arbitration is Lausanne, Switzerland, and the language of the proceedings shall be English. Any determination made by the Court of Arbitration for Sport (CAS) shall be final and binding on the parties.

Annexe 1

Glossary of Terms

"2026 Bid Evaluation Task Force" means the special task force established by FIFA for the assessment and evaluation of all Bids and composed as described in Clause 3.5.1.

"Accommodation" means guest rooms, office spaces, function rooms, conference and meeting rooms and other rooms, spaces and facilities in a hotel or other accommodations for use by the Accommodation user groups in relation to the Competition and/or a Competition-related event.

"Airport" means any airport which is located within or in the vicinity of, or is otherwise affiliated to, a Host City and which is identified by FIFA and the Member Association(s) for use in connection with the Competition and/or a Competition-related Event as part of the Event Transport, including the entire premises and the adjacent areas of such airport.

"Airport Agreement" means the agreement to be entered into between the Member Association of the (respective) Host Country and an Airport Authority, containing all rights and obligations of FIFA, the respective Member Association and the Airport Authority in relation to the Competition, which is to be submitted to FIFA as part of the Bid in full compliance with the template agreement provided by FIFA in the Bidding Agreement and which will be counter-signed by the Member Association upon selection of a Host City.

"Airport Authority" means the executive authority legally competent to represent, and to act for and on behalf of, an Airport, which has signed the Airport Agreement and is responsible to ensure the Airport's compliance with their obligations under the Airport Agreement.

"Audit Company" means the audit company appointed by FIFA to support the protection of the integrity of the Bidding Process.

"Bid" refers collectively to a Single Bid and a Joint Bid.

"Bid Book" means the official document submitted to FIFA by the Member Association(s) on the basis of the terms of the Bidding Registration and the Bidding Agreement, which (i) is required to contain such information as described in detail in the Bidding Agreement and (ii) consists of its main body and the Bid Book Executive Summary and (iii) incorporates any additional content, information, undertakings, representations, warranties, assurances and commitments included in the Bid Book and Bid Information Templates or made or given in any other form by the Member Association(s) subsequent to the submission of the Bid until the conclusion of the Bidding Process.

"Bid Book Executive Summary" means a part of the Bid Book in which all content of the main body of the Bid Book is summarized in connection with all Bid Book sections and chapters.

<p>“Bid Consultant” means any external individual or company engaged by, or acting for, the Member Association(s) that consults or in any other form supports the Member Association(s) in connection with the Bidding Process and/or the Bid.</p>
<p>“Bid Evaluation Report” means a public report prepared by the 2026 Bid Evaluation Task Force for the evaluation of the bids taking into consideration all components of the bid evaluation.</p>
<p>“Bid Information Templates” means the information templates to be provided to FIFA by the Member Association(s) in addition to the Bid Book, which shall contain, in a standardised manner, certain operational, technical and other detailed information as requested by FIFA in the relevant Bid Information Template.</p>
<p>“Bid Mark” means the composite logo developed by the Member Association(s) to promote the Bid.</p>
<p>“Bid Rules of Conduct” means the rules, terms and conditions set forth in the Bidding Agreement, including any further decisions, regulations or guidelines issued by FIFA from time to time, to ensure the fullest compliance with the highest standards of ethical behaviour in relation to the Bidding Process, which are to be complied with by all personnel, any member of the management, employees, representatives and other officials of the Member Association(s) as well as any of the Bid Consultants.</p>
<p>“Bidding Agreement” means the agreement to be entered into between FIFA and the Member Association(s) (i) pursuant to which the Member Association(s) undertake to submit to FIFA a Bid in compliance with the Bidding Registration and its terms and (ii) which sets forth in detail the content, documents, agreements and information required to be included in the Bid.</p>
<p>“Bidding Documents” means any agreement, document or other material to be submitted to FIFA by the Member Association(s) as part of the Bidding Process, including the Bidding Registration, the Bidding Agreement, the Bid Book (including the Bid Book Executive Summary), the Bid Information Templates and the Hosting Documents.</p>
<p>“Bidding Process” means the bidding and selection procedure to determine the Member Association(s) to be appointed for hosting and staging the Competition in accordance with the terms and conditions set out in the Bidding Registration, consisting of a first and a second phase as described in Clause 3.2.</p>
<p>“Bidding Registration” means the registration for the participation in the Bidding Process to be executed by the Member Association(s) who have expressed an interest in hosting and staging the Competition (i) which contains the provisions, terms, procedures and requirements to be complied with by the Member Association(s) in relation to the Bidding Process and (ii) by which the Member Association(s) state(s) its/their unrestricted agreement, and undertaking to comply with, such provisions, terms, procedures and requirements.</p>
<p>“Business Unit” means a business unit within the Member Association (in case of a Single Bid), or within each of the Member Associations (in case of a Joint Bid), such business unit to be a separate and clearly identifiable division within the (respective) Member Association by having a separate department structure as well as separate budget and financial accounting systems.</p>

<p>“Commercial Affiliate” means any entity to which FIFA or any nominee of FIFA grants any sponsorship rights in relation to the Competition, including FIFA Partners, FIFA World Cup Sponsors, Regional Supporters and Branded Licensees, but excluding Licensees.</p>
<p>“Competition” means the 2026 FIFA World Cup™, including any matches and Competition-related events.</p>
<p>“Declaration of Compliance” means the template declaration of compliance with the Bid Rules of Conduct to be executed by the personnel of the Member Association (in case of a Single Bid), or each of the Member Associations (in case of a Joint Bid), including the President, Chairman, Secretary General, CEO, any member of the management and any employees, representatives and other officials, the Bid Compliance and Ethics Officer as well as the Bid Consultants, and to be submitted to FIFA by the Member Association(s).</p>
<p>“Digital Platform” means any media or communication platform that utilises or enables digital content delivery or interactivity in any respect (whether now known or hereafter devised, developed or invented), accessible by the general public or closed circuit, for personal or commercial purposes, including without limitation any media or platform that utilise the internet, computer, mobile, and/or other digital technology, platforms, or networks for distribution, display, communication, or other functionality, such as social media platforms like Facebook, Twitter, Google+, YouTube, flickr, etc. or blogs, websites, apps or similar media tools.</p>
<p>“Expression of Interest” means the formal expression of interest document submitted to FIFA by those member associations which desire to participate in the Bidding Process for the right to host the Competition in the Host Country/Host Countries.</p>
<p>“FIDIC’s General Conditions of Contract for Construction” means the general conditions of contracts for construction developed by the International Federation of Consulting Engineers (FIDIC), which represent a widely accepted standard for responsible contracting in construction.</p>
<p>“FIDIC’s Standard Bidding Documents for Procurement of Construction Works” means the standard bidding documents for the procurement of construction works developed by the International Federation of Consulting Engineers (FIDIC), which represents a widely accepted standard for responsible bidding in construction.</p>
<p>“FIFA” means the Federation Internationale de Football Association, including any of its subsidiaries, such as event company established in the Host Country/Host Countries.</p>
<p>“FIFA Fan Fest” means a secured and officially branded fan entertainment area established by FIFA and each of the Host City in the Host Cities or at other locations as determined by FIFA, which offers visitors, in particular, the possibility to view matches of the Competition on one or more giant screens.</p>
<p>“FIFA Statutes” means FIFA’s governing statutes as adopted by the FIFA Congress and amended from time to time.</p>
<p>“Government” means the national government of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid).</p>

“Government Declaration” means the declaration to be issued by the head of the highest national executive governmental authority of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), demonstrating the respective Host Country’s support for the Bid by the Member Association(s) and for hosting and staging the Competition in the Host Country or Host Countries, which is to be submitted to FIFA as part of the Bid in full compliance with the template declaration provided by FIFA in the Bidding Agreement.

“Government Guarantee” means a guarantee issued by the Head of State, the competent minister and/or the head of the local, regional or national governmental authority in the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), which is to be submitted to FIFA as part of the Bid and in full compliance with the templates provided by FIFA in the Bidding Agreement.

“Government Legal Statement” means the declaration to be issued by the Government’s Minister of Justice of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), containing in particular:

- (i) a high-level summary of the legal framework in the (respective) Host Country;
- (ii) a confirmation on how the Governmental Support Documents as provided to FIFA are, and will remain, subsequent to its issuance, valid, fully legally binding and enforceable with respect to the Competition; and
- (iii) a list of all special laws, regulations and ordinances which are to be enacted by the Government and/or another competent local, regional or national governmental authority in the (respective) Host Country, including the proposed procedure and timing of enactment within the deadlines set out in the respective Governmental Support Document.

“Governmental Support Documents” means such documents to be secured by the Member Association(s) from by the Government of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of Joint Bid), or other competent local, regional or national governmental authority in the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), and to be submitted to FIFA as part of the Bid, namely the following documents:

- (i) Government Declaration;
- (ii) Government Guarantees;
- (iii) Government Legal Statement;
- (iv) Host City Agreements; and
- (v) Host City Declarations.

“Government Vision Statement” means the declaration to be issued by the head of the highest national executive governmental authority of the Host Country (in case of a Single Bid), or each of the Host Countries (in case of a Joint Bid), which shall outline the Government’s vision and strategy as well as its related objectives with regard to hosting and staging the Competition in the Host Country or Host Countries, including how the Government intends to leverage the event and to achieve the best possible effects and legacy for the Host Country or Host Countries and which is to be submitted to FIFA as part of the Bid.

<p>“Host City Agreement” means the agreement to be entered into between FIFA, the Member Association of the respective Host Country and a Host City Authority, containing all rights and obligations of a Host City in relation to the Competition, which is to be submitted to FIFA as part of the Bid in full compliance with the template agreement provided by FIFA in the Bidding Agreement and which will be counter-signed by FIFA and the Member Association upon appointment of a Host City.</p>
<p>“Host City Authority” means the executive authority which is (i) legally competent to represent, and to act for and on behalf of, a Host City, (ii) has signed a Host City Agreement and (iii) is responsible to ensure full compliance with its obligations under the Host City Agreement.</p>
<p>“Host City Declaration” means the declaration to be issued by the head of the Host City Authority, demonstrating its support for the Bid by the Member Association(s) and for staging Matches in the Host City, which is to be submitted to FIFA as part of the Bid in full compliance with the template declaration provided by FIFA in the Bidding Agreement.</p>
<p>“Host City Vision Statement” means the declaration to be issued by a Host City Authority, which shall outline its vision and strategy as well as its related objectives with regard to staging Matches in the Host City, including how the (respective) Government intends to leverage the event and to achieve the best possible effects and legacy for the respective Host City and which is to be submitted to FIFA as part of the Bid.</p>
<p>“Host Country” means the country of the Member Association in case of a Single Bid or one of the countries of the Member Associations in case of a Joint Bid.</p>
<p>“Host Countries” means the countries of the Member Associations in case of a Joint Bid.</p>
<p>“Hosting Agreement” means the agreement to be signed and initialled by the Member Association(s) and to be submitted to FIFA as part of the Bid Book, which constitutes a binding and irrevocable offer to FIFA by the Member Association(s) that the Competition is hosted in the Host Country/Host Countries and which, once counter-signed by FIFA, contains the key obligations of the Member Association(s) appointed by FIFA for the hosting of the Competition in the Host Country/Host Countries, which is to be submitted to FIFA as part of the Bid in full compliance with the template agreement provided by FIFA and further described in the Bidding Agreement.</p>
<p>“Hosting Documents” means the documents representing the binding and underlying legal framework between FIFA and the relevant stakeholders in connection with hosting and staging the Competition, which define the rights and obligations of the involved parties in detail. The Hosting Documents are to be submitted by the Member Association(s) to FIFA are listed in Clause 2.1.5.</p>
<p>“Hotel Agreement” means the agreement to be entered into between the Member Association of the (respective) Host Country and a Hotel Authority, pursuant to which certain Accommodation is reserved by the Member Association(s) for the Competition Period and time periods of certain Competition-related Events and which are to be submitted to FIFA as part of the Bid in full compliance with the template agreement provided by FIFA and further described in the Bidding Agreement.</p>

“IFC Performance Standards” means the environmental and social performance standards of the World Bank’s International Finance Corporation (IFC) which define the responsibilities for managing environmental and social risks of IFC clients.

“International Broadcasting Centre (IBC)” means the official international broadcast centre temporarily established and operated by the Member Association(s) for use by the host broadcaster, media rights licensees, media representatives and other third parties in connection with the Competition.

“International Code of Conduct for Private Security Service Providers” means a code of conduct for private security providers, established through a multi-stakeholder initiative convened by the Swiss government which articulates the obligations of private security providers with regard to international humanitarian law and Internationally Recognised Human Rights.

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

“ISO 20121” means the international standard “ISO 20121” or any subsequent standard replacing ISO 20121, for event sustainability management systems, created by the International Organisation for Standardisation, in its applicable form.

“Joint Bid” means a formal joint bid for the hosting of the Competition in the Host Countries submitted to FIFA by at least two Member Associations on the basis of the terms of the Bidding Registration and the Bidding Agreement, consisting of the Bid Book, the Bid Information Templates, the unilaterally executed Hosting Documents and other documents and information in relation thereto.

“Legal Opinion” means a written legal opinion by a local attorney of the highest professional reputation, confirming (i) as to whether or to what extent the Bidding Documents and Hosting Documents are fully legally binding and enforceable in the (respective) Host Country and (ii) as to whether such documents have been validly signed and issued by the responsible authority, which is to be submitted to FIFA as part of the Bid in full compliance with the template provided by FIFA in the Bidding Agreement.

“Member Association(s)” means the national football association(s) officially affiliated to FIFA which have executed the Bidding Registration and participate in the Bidding Process to be appointed by FIFA for the co-organisation of the Competition in the Host Country or Host Countries together with FIFA pursuant to the terms and conditions of the Hosting Agreement.

<p>“Organising Committee for FIFA Competitions” means the “Organising Committee for FIFA Competitions” appointed by the FIFA Council for all FIFA competitions which is organised as a standing committee by FIFA and shall oversee the organisation of FIFA competitions, besides advising and assisting the FIFA Council on all matters in this regard.</p>
<p>“Selection Criteria” means the criteria for the evaluation and weighting of the bids and selection of the host country or host countries of the Competition as established by FIFA on the basis of the regulations issued by the FIFA Council pursuant to article 69 of the FIFA Statutes.</p>
<p>“Single Bid” means a formal bid for the hosting of the Competition in the Host Country submitted to FIFA by one Member Association on the basis of the terms of the Bidding Registration and the Bidding Agreement, consisting of the Bid Book, the Bid Information Templates, the unilaterally executed Hosting Documents and other documents and information in relation thereto.</p>
<p>“Stadium Agreement” means the agreement to be entered into between the Member Association of the respective Host Country and a Stadium Authority, containing all rights and obligations relating to the use of a Stadium in connection with the Competition, which is to be submitted to FIFA as part of the Bid in full compliance with the template agreement provided by FIFA in the Bidding Agreement and which will be counter-signed by the Member Association upon the appointment of a Training Site.</p>
<p>“Stadium Authority” means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, a Stadium (i.e. the owner and/or operator of the Stadium), (ii) has signed a Stadium Agreement and (iii) is responsible to ensure full compliance with its obligations under the Stadium Agreement.</p>
<p>“Training Site Agreement” means the agreement to entered into between the Member Association of the respective Host Country and a Training Site Authority, containing all rights and obligations relating to the use of a Training Site in connection with the Competition, which is to be submitted to FIFA as part of the Bid in full compliance with the template agreement provided by FIFA in the Bidding Agreement and which will be counter-signed by the Member Association upon the appointment of a Training Site.</p>
<p>“Training Site Authority” means the executive authority which is (i) legally competent to represent, and to act for and on behalf of, a Training Site (i.e. the owner and/or operator of the Stadium), (ii) has signed a Training Site Agreement and (iii) is responsible to ensure full compliance with its obligations under the Training Site Agreement.</p>
<p>“UN Guiding Principles” means the Guiding Principles on Business and Human Rights that were endorsed in June 2011 by the United Nations’ Human Rights Council, which constitute the authoritative global framework to address business impact on all human rights, applicable to both states and businesses, and clarify their respective duties and responsibilities for tackling human rights risks related to business activities.</p>