

09

**STADIUM AGREEMENT**

between

**FEDERATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION (FIFA)**  
FIFA-Strasse 20  
8044 Zurich  
Switzerland

("FIFA")

and

**2014 FIFA WORLD CUP LOCAL ORGANISING  
COMMITTEE BRAZIL**  
*[insert address]*

("LOC")

and

*[insert Name & Address of Stadium Owner/Operator]*

(the "Stadium Authority")

regarding the use of stadium facilities for the  
**final competition of the 2014 FIFA World Cup**

## SECTION 1

### INTRODUCTION & DEFINITIONS

- A 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;
- B FIFA is the creator of the FIFA World Cup and the FIFA Confederations Cup, and has ultimate authority over the manner in which all FIFA competitions are staged and organised;
- C FIFA has determined that the XXth edition of the FIFA World Cup will be staged in South America in 2014, preceded in 2013 by the FIFA Confederations Cup, and has invited the South American Member Associations to bid for the right to host and stage both the Competitions in their respective territories;
- D The LOC desires to participate in the bidding and selection process for the right to host and stage the Competitions;
- E The Stadium Authority has agreed that the Stadium be a candidate stadium for selection by the LOC and FIFA as one of the stadiums in which Matches and/or Ancillary Events will be staged; and
- F Following the selection of the Stadium, the Stadium Authority shall assume certain obligations with regard to the Competitions on the terms and conditions contained in this Agreement.

Now, THEREFORE, the parties hereby agree as follows:

#### **1. DEFINITIONS**

- 1.1. In this Stadium Agreement (the "Agreement"), capitalised terms shall have the following meanings unless the context specifically indicates otherwise:

"**Ancillary Event**" means any event which is officially organised, sanctioned and/or supported by FIFA or (at FIFA's discretion) the LOC, and which is designed to promote, celebrate, enhance or facilitate the staging of the Competition. Ancillary Events expressly include the opening ceremony, the award ceremony, the closing ceremony, cultural events, and "launch" events (such as the official launch of a Competition Logo).

"**Branded Licensee**" means any entity, not being a FIFA Partner, FIFA World Cup Sponsor or National Supporter, to which FIFA grants the right to place any of the Competition Marks on either (i) products (and related product packaging and product advertising materials), or (ii) in connection with the provision of services (and related advertising materials), which also prominently bear or feature the corporate identification or trademark of such entity.

"**Broadcaster**" means any entity which acquires from FIFA (or any entity appointed by FIFA) the right to broadcast and/or transmit, via any medium, the basic audiovisual feed (or any supplemental feed) or, or to broadcast live radio commentary of, any Match or Ancillary Event.

"**Commercial Affiliate**" means any FIFA Partner, FIFA World Cup Sponsor, National Supporter or Branded Licensee.

**"Competition"** means the final competition of the 2014 FIFA World Cup.

**"Competition Logo"** means any logo, emblem or device developed and/or selected by FIFA as the visual design symbol representing the Competition.

**"Competition Mark"** means, individually or collectively as the case may be, (i) any Competition Logo, (ii) any Competition Mascot, (iii) two dimensional representations of the Competition trophy (expressly excluding three dimensional copies thereof), and/or (iv) any official name of the Competition (in any language).

**"Competition Mascot"** means the official mascot (if any) of the Competition.

**"Exclusion Zone"** means any area specified by FIFA which surrounds and/or is adjacent to an Outer Stadium Perimeter, in which certain commercial activities by entities (other than activities conducted by Commercial Affiliates, Broadcasters, Licensees and other FIFA-approved entities) are prohibited on Match days.

**"Exclusive Use Period"** means the period commencing at least fifteen (15) business Days prior to the first Match or other Ancillary Event scheduled for the Stadium, and concluding at the earliest five (5) business Days after the last use scheduled for the Stadium in connection with the Competition.

**"FIFA Partner"** means any entity to which FIFA grants the most comprehensive package of global sponsorship rights and the highest level of commercial association with FIFA and the Competition.

**"FIFA World Cup Sponsor"** means any entity to which FIFA grants the second most comprehensive package of global sponsorship rights in relation to the Competition.

**"Host City"** means the metropolitan, local or district municipality in which the Stadium is located.

**"Inner Stadium Perimeter"** means the perimeter around the main Stadium building at which the final formal Match ticket check is to be conducted for spectators attending a Match.

**"Host Broadcaster"** means any entity appointed by FIFA to provide services in connection with the production of the basic audiovisual feed (or any supplemental feed) of any Match or Ancillary Event.

**"Marketing Rights"** means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Competition and the Ancillary Events, to the extent that such rights are not Media Rights.

**"Match"** means any football match in its entirety (including replays, extra-time and penalty shoot-out phases) which takes place as part of the Competition.

**"Media Representatives"** means all professional photographers and members of the written press to whom FIFA and/or the LOC grants the right to receive official press and photographer Accreditation Cards entitling them to access any Site during the Competition period or on the occasion of Ancillary Events

**"Media Rights"** means the right, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competition and Ancillary Events on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. For the avoidance of doubt, the right to broadcast and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. The Media Rights include the right to record, create and exploit the official films of the Competition and/or similar audiovisual products and programming, and shall include fixed media rights, public exhibition rights and in-flight rights.

**"Media Tribune"** means the section of the stands in the Stadium which is designated by FIFA as being for the exclusive use of Media Representatives and Broadcasters to report on a Match taking place within the Stadium.

**"National Supporter"** means any entity whose principal place of business and principal operations are situated in Brazil and which is granted a "third tier" package of sponsorship rights in relation to the Competition, such rights to be exercisable only in Brazil. The packages of rights granted to National Supporters will be less comprehensive than the packages of rights granted to the FIFA Partners and FIFA World Cup Sponsors.

**"Non-Exclusive Use Period"** means any period during the Term which is not an Exclusive Use Period.

**"Outer Stadium Perimeter"** means the perimeter further removed from the Stadium than the Inner Stadium Perimeter and beyond which only officially accredited personnel and Match ticket holders should be entitled to pass on Match days.

**"Security Plan"** means the comprehensive written instructions, procedures and operating guidelines for the Stadium during Exclusive Use Periods covering security, fire, public safety, evacuation and emergencies to be produced, developed and implemented, to ensure the security of the Stadium, spectators and other personnel connected with the Competition.

**"SMC"** means the Stadium media centre.

**"Stadium"** means the stadium operated by the Stadium Authority at which a Match is played and which is to be delivered in accordance with this Agreement. "Stadium" includes the entire premises (to the extent that an accreditation card is required in order to gain access) of the stadium facility inside the Outer Stadium Perimeter fence and (on Match days and on any day on which any official team training session takes place within the stadium) the aerial space above such stadium premises. "Stadium" shall also include all parking facilities, VIP and hospitality areas, media zones, concessions areas, commercial display areas, buildings, the field of play, the pitch area, the broadcast compound, the SMC, the stands, and the areas beneath the stands.

**"Stadium Development Agreement"** means any stadium development agreement to be concluded in respect of the planning, design, construction and funding of the Stadium.

**"Stadium Services"** means the services to be provided by the Stadium Authority as outlined in Clause 5.

**"Stadium Space Requirements"** means the minimum requirements for each Stadium within the Outer Stadium Perimeter (including team and Match official dressing rooms, VIP lounges, VIP Tribune, Media Tribune and FIFA/LOC office requirements).

**"Term"** means the period commencing upon execution of this Agreement by the Parties and concluding three (3) months after the final Match of the Competition.

**"VIP Tribune"** means the "tribune d'honneur", or the location in the stands identified by FIFA and the LOC as being the area in which the VIP and VVIP guests of FIFA and the LOC will be invited to view Matches.

- 1.2 References to Clauses are, unless otherwise stated, references to clauses of this Agreement.
- 1.3 Words importing the singular include the plural and vice versa. References to entities or "person" or "party" include individuals and incorporated and unincorporated bodies and associations.
- 1.4 References to "include" or "in particular" (or similar) are to be construed as being inclusive and without limitation.
- 1.5 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.6 References to "days" means calendar days unless otherwise specified. References to "business days" means any days on which banks are open for business in both Zurich, Switzerland and Rio de Janeiro, Brazil.

## SECTION 2

### APPOINTMENT OF THE STADIUM AUTHORITY

#### 2 APPOINTMENT

2.1 Provision of Stadium and Stadium Services: By entering into this Agreement, the Stadium Authority agrees that it shall take part in the process whereby FIFA and the LOC shall select stadiums for the Competition, and that should FIFA and the LOC select the Stadium as a venue in which Matches and/or Ancillary Events will be held, the Stadium Authority shall accept such appointment to provide the Stadium and Stadium Services in respect of one or more Matches and/or Ancillary Events in accordance with the terms of this Agreement. FIFA and the LOC reserve the right to determine the number and type of Matches and/or Ancillary Events which may take place in the Stadium.

2.2 Stadium Plans: The Stadium Authority shall provide the LOC and FIFA with detailed reproductions (in electronic and printed hard-copy form) of all architectural plans and site maps for the Stadium by 15 January 2011, with fully updated plans and sites maps being provided on 15 January 2012, 15 January 2013, and 15 January 2014 respectively, or at any other time at the request of FIFA. The plans and site maps shall specifically include:

- (i) details of all Stadium buildings and infrastructure, including the stand and Media Tribune layouts and the planned use of rooms and hallways;
- (ii) details of the Inner Stadium Perimeter and the Outer Stadium Perimeter;
- (iii) details of the SMC, the proposed location for the hospitality village(s), the broadcast compound, the commercial display area, the volunteers centre, the ticketing centre and the accreditation centre;
- (iv) details of the proposed Stadium access routes, including access to and from public transportation points and spectator parking areas outside the Stadium Outer Perimeter, spectator circulation and access routes within the Inner Stadium Perimeter, access to parking spaces for the team vehicles, the Match officials and FIFA VIPs, access to the competitions area for the teams and Match officials, access to the VIP lounge and tribune for the VIPs, access to the SMC for the Media Representatives, access to the broadcast compound for the Broadcasters and access to the hospitality village(s) for hospitality guests and service providers; and
- (v) details of proposed camera positions for the Host Broadcaster and unilateral camera positions for Broadcasters.

FIFA and/or the LOC may, at any time, require the Stadium Authority to secure modifications to Stadium plans and site maps. Any other modifications to the Stadium plans and site maps must be immediately notified to FIFA and remain subject to FIFA's approval.

2.3 Stadium Space Requirements: A summary of the Stadium Space Requirements in respect of the Competition are attached to this Agreement. The Stadium Authority there recognises that while the contents of this Agreement and its attachments represent a brief overview of FIFA's position on such matters, FIFA's requirements may evolve or change during the Term, whether or not for reasons which may be beyond the control of the parties. The LOC and the Stadium Authority hereby accept that FIFA is, therefore, entitled to amend, delete or supplement the terms of any guidelines and other directions contained herein and to impose additional requirements at any

time at its sole discretion. The Stadium Authority agrees that it shall adapt to, and comply with, any such amendments, deletions and additions, provided that if any such amendment, deletion or addition result in a material adverse effect on the financial situation of the Stadium Authority, the Stadium Authority shall within thirty (30) days of receipt of FIFA's directions notify FIFA in writing demonstrating such material adverse effect. FIFA and the Stadium Authority shall then jointly and in good faith address such material adverse effect and discuss potential solutions satisfactory to the parties.

- 2.4 **Stadium Construction/Development:** In the event that the Stadium remains to be constructed, or to be further developed, the Stadium Authority shall enter into a Stadium Development Agreement in a form approved by FIFA no later than 1 July 2009.
- 2.5 **FIFA Confederations Cup 2013:** The Stadium Authority acknowledges that the Competition will be preceded in Brazil by the FIFA Confederations Cup 2013, and that FIFA and the LOC will use the FIFA Confederations Cup 2013 to evaluate the status of preparations for the Competition. If FIFA and the LOC elect to appoint the Stadium Authority to provide the Stadium and Stadium Services for any matches or other events related to the FIFA Confederations Cup 2013, the Stadium Authority agrees to enter into a separate Stadium use agreement in respect of the FIFA Confederations Cup 2013 on terms substantially similar to those contained in this Agreement. For the avoidance of doubt, in the event that the staging of any FIFA Confederations Cup 2013 match at the Stadium demonstrates that improvements and/or modifications to the Stadium are required in order for the Stadium Authority to provide the Stadium and Stadium Services in respect of the 2014 FIFA World Cup to FIFA's satisfaction, all relevant improvements or modifications to the Stadium shall be made at the Stadium Authority's cost.
- 2.6 **Reservation of Rights:** All rights and opportunities (if any) not expressly granted to the Stadium Authority under this Agreement are reserved by FIFA and/or the LOC (as applicable).

**SECTION 3**  
**PROVISION AND USE OF THE STADIUM**

**3 PROVISION OF THE STADIUM**

- 3.1 **Letting and Hiring:** The Stadium Authority hereby leases to FIFA and the LOC the Stadium in accordance with the terms and conditions contained in this Agreement. Neither FIFA nor the LOC will be required to enter into any further agreements with the Stadium Authority or any other third party to give effect to the intended use of the Stadium by FIFA and the LOC as envisaged in this Agreement. The lease of the Stadium shall be exclusive during the Exclusive Use Period and non-exclusive during the Non-Exclusive Use Period.
- 3.2 **Delivery Standards:** By the start of the Exclusive Use Period, the Stadium Authority shall deliver the Stadium to FIFA and the LOC in full compliance with the FIFA Stadium Space Requirements, with FIFA's Stadium quality guidelines and FIFA's stadium development timelines, each of which shall be delivered to the Stadium Authority by FIFA as soon as reasonably practicable. In addition, the Stadium shall be delivered at the start of the Exclusive Use Period in a clean and sanitary condition with all equipment repaired, in good working order and in compliance with all applicable legal and regulatory codes. For the avoidance of doubt, the Stadium shall be free of any soil, ground water or surface contamination.
- 3.3 **Legal Compliance:** The Stadium Authority shall, in the performance of its obligations hereunder, comply with all applicable laws, rulings and regulations which govern or affect it and the Stadium. In particular, but without limitation, the Stadium Authority shall have secured all such licences, consents, permits, approvals and authorisations prescribed by law for the lawful conduct of its business, including but not limited to the operation and maintenance of the Stadium, and the provision of the Stadium and the Stadium Services.
- 3.4 **Exclusive Use Period:** During the Exclusive Use Period, the Stadium shall be under the full control of FIFA and the LOC and shall be operated by FIFA and the LOC, and/or by the Stadium Authority acting in accordance with FIFA's and the LOC's instructions.
- 3.5 **Non-Exclusive Use Period:** During the Non-Exclusive Use Period, the Stadium shall remain under the full control of the Stadium Authority, save that the Stadium Authority shall comply with FIFA's instructions where such instructions are relevant to the staging of Matches or Ancillary Events at the Stadium.
- 3.6 **Co-operation of Stadium Authority Contractors:** The Stadium Authority shall cooperate and shall cause its employees, contractors, agents and licensees in the Stadium to cooperate with the LOC and FIFA during the term of this Agreement.
- 3.7 **Utilities:** The Stadium Authority shall comply with FIFA's requirements in relation to the provision of all utilities and utility outlets/connections (such as outlets for electrical power, hot and cold water, gas, heating, cooling systems and air-conditioning) and related cabling, communications infrastructure (such as voice and data network infrastructure (whether wireless or hard-wired) and all the hardware, equipment, supplies and facilities necessary for the staging of the Competition and the exploitation of the Marketing Rights and the Media Rights. In particular, the Stadium Authority shall ensure that utilities and utility connections are made available in the VIP Tribune, the Media Tribune, SMC the commercial display area(s), the hospitality area(s), the food and beverage concessions operations and the merchandise concessions operations.



- 3.8 **Clean Stadium:** The Stadium Authority shall ensure that the Stadium is delivered to FIFA and/or the LOC free and clear of any and all advertising, marketing, promotion, merchandising, brand identification and commercial identification, and free and clear of any third party right to conduct any commercial activity in the Stadium (such as concessionaire operations, hospitality operations or other service operations), no less than fifteen (15) days prior to the day of the first Match or Ancillary Event taking place in the Stadium and that the Stadium shall remain in this state until twenty four hours after the day it is last required by FIFA or the LOC in connection with the Competition. The requirements set forth above regarding the Stadium being free of advertising require the Stadium Authority to ensure that there is no advertising, marketing, promotion, merchandising, licensing, signage or other commercial identification of any kind on any Stands, scoreboards, seats, seatbacks, time clock, staff uniforms, fences or elsewhere inside, surrounding, or in the airspace above, the Stadium other than that which is installed by or at the direction of FIFA, or which is approved in writing by FIFA. In the event that FIFA and/or the LOC reasonably believe that the Stadium Authority has not complied with the provisions of this Clause 3.8, they shall be entitled to take the necessary steps, at the Stadium Authority's cost, to remedy the non-compliance.
- 3.9 **No Third Party Rights:** During the Exclusive Use Period, the Stadium shall be delivered to FIFA and the LOC free of any and all third party rights and opportunities, including naming rights and rights to seats (including skyboxes and hospitality suites) such as those commonly afforded to season ticket holders or debenture holders.
- 3.10 **Stadium Decoration:** The Stadium Authority acknowledges and agrees that the LOC and FIFA are entitled to conduct a stadium decoration programme, which will entitle FIFA and the LOC to install and apply stadium decoration and dressing at the Stadium during the Exclusive Use Period, and that such decoration may include the application of posters, stickers, tarpaulins and other materials suitable for covering and/or decorating surfaces.

#### 4. **STADIUM ACCESS AND SECURITY**

- 4.1 **Access During Non-Exclusive Use Period:** The Stadium Authority retains the right, during the Non-Exclusive Use Period, to control access to the Stadium. However, the Stadium Authority hereby grants to FIFA and to the LOC (and their respective commercial partners/service providers) the non-exclusive right to have free and unrestricted access to the Stadium, and to conduct inspections, preparation activities (including activities which involve the establishment and-or modification of infrastructure, such as hospitality infrastructure) and de-installation activities in the Stadium during the Non-Exclusive Use Period. FIFA and/or the LOC may designate the times reasonably required for the conduct of such activities in co-ordination with the Stadium Authority.
- 4.2 **Access During the Exclusive Use Period:** FIFA and the LOC shall retain the right, during the Exclusive Use Period, to exclusively control access to the Stadium. For the avoidance of doubt, the Stadium Authority shall not authorise any individual to have access to the Stadium during the Exclusive Use Periods, unless the individual is in possession of a valid accreditation device issued by FIFA or the LOC. All Stadium Authority representatives and personnel seeking accreditation devices permitting access to the Stadium during Exclusive Use Period may be subjected to security background verification procedures prior to receiving an accreditation device.
- 4.3 **Security During Non-Exclusive Use Period:** During the Non-Exclusive Use Period, the Stadium Authority shall, at its own expense, be responsible for all security measures (including fencing and security personnel) at the Stadium, and shall be responsible for ensuring the security of all

facilities, equipment, materials and infrastructure within the Stadium, including all facilities, equipment, materials and infrastructure installed, used, owned or controlled by FIFA, the LOC and/or any FIFA/LOC service provider or commercial partner.

- 4.4 Security During Exclusive Use Period: During the Exclusive Use Period, FIFA and/or the LOC shall be responsible, at their own expense, for all security operations at the Stadium. The Stadium Authority acknowledges that access to the Stadium and/or the may be controlled by means of temporary fencing or barriers and the use of access control staff. Security operations may also include searches of any person, vehicle, package, container or equipment entering into the Stadium. The Stadium Authority may, subject to FIFA's prior written approval and provided that it does not interfere with the hosting and staging of Matches at the Stadium, continue to implement certain additional security measures which are in the normal course of its business for a stadium of comparable size continue to be performed and implemented during the Term.
- 4.5 Security Plan: The LOC will develop a comprehensive security plan for the Competition for FIFA's approval, and the Stadium Authority agrees to comply with all aspects of such Security Plan, and to co-operate fully with FIFA and/or the LOC in the implementation of the security plan during both the Exclusive Use Period and the Non-Exclusive Use Period. The Stadium Authority further agrees that the Security Plan shall supersede any guidelines and/or policies of the Stadium Authority during any Exclusive Use Period, unless the Stadium Authority notifies the LOC in writing of any legal and/or insurance requirements by which the Stadium Authority must abide and which is contrary to the Security Plan.

## 5. STADIUM SERVICES

- 5.1 Maintenance and Repair Services: The Stadium Authority shall at its own cost, during the Exclusive Use Period and the Non-Exclusive Use Period, continue to provide co-ordination services, maintenance and repair services to the Stadium for the purpose of operating and maintaining the Stadium to the applicable FIFA quality thresholds.
- 5.2 Security Services: The Stadium Authority shall ensure that, if required by FIFA and/or the LOC, all necessary personnel and equipment to perform the security measures outlined in Clause are employed and provided for within the Stadium during the Term, and that such services will constitute Stadium Services.
- 5.3 Provision of Support Personnel: The Stadium Authority acknowledges and agrees that the Stadium Authority shall appoint such experienced personnel as may be required in order to manage and operate the Stadium during the Term, including security managers, stewards and site managers. The Stadium Authority further agrees that such personnel shall, in their management and operation activities during the Exclusive Use Period, comply with the instructions of FIFA and/or the LOC. All personnel appointed by the Stadium Authority, irrespective of the scope or term of appointment, shall at all times be considered employees of the Stadium Authority. If FIFA and/or the LOC have reasonable grounds to be dissatisfied with the services of any support personnel, FIFA and/or the LOC shall have the right to require the Stadium Authority to replace such support personnel at the Stadium Authority's cost.
- 5.4 Details of Support Personnel: The Stadium Authority agrees to provide regularly updated details of senior support personnel appointed by the Stadium Authority during the Term.

- 5-5 **Cost of Support Personnel:** The Stadium Authority shall pay all direct and indirect costs, including, without limitation, regular and overtime wages, for services of personnel that are provided by the Stadium Authority pursuant to this Agreement.
- 5-6 **Supplementary Activities:** It is agreed that individuals and/or entities authorised by FIFA and/or the LOC may, at all times, without payment of any kind to the Stadium Authority, install, operate, maintain and remove any facilities and equipment as they may require for the purposes of staging and hosting the Competition as well as for the exploitation of any Marketing or Media Rights. FIFA and the LOC shall therefore have the right, at their sole cost and expense and without payment of any kind to the Stadium Authority, and using personnel, contractors and vendors of their choosing, to operate, maintain, supplement and/or remove any facilities and equipment in the Stadium as they may require (including any equipment required for the exploitation of the Media Rights and Marketing Rights) and to construct, erect or install office space, sanitary facilities, fixtures, camera platforms, floodlights or additional lighting, scoreboards, video displays, interview areas, hospitality areas, storage areas, fencing, temporary seating, security systems, pedestrian bridges, electrical power (including mains and generators), telephone and other telecommunications services, pay telephones, automated teller machines, sanitation facilities, tents and trailers.
- 5-7 **Failure to Deliver Stadium Services:** In the event the Stadium Authority fails to meet its obligations hereunder after receipt of written notice by FIFA or the LOC of such failure, FIFA and/or the LOC shall have the right, but not the obligation, to make any payments, provide any services, obtain equipment and/or take any other actions necessary to remedy such failure, and the Stadium Authority shall promptly reimburse FIFA and/or the LOC for all actual and reasonable costs associated therewith. Any amounts not promptly reimbursed may be deducted from rental fees otherwise owing to the Stadium Authority hereunder.

## **6 COMMERCIAL RIGHTS**

- 6.1 **Ownership & Exploitation:** FIFA is the sole owner of all of the Marketing Rights and the Media Rights in relation to the Competition and may, in its sole discretion, determine the exploitation such rights. The Stadium Authority has no such rights in connection with the Competition but shall, to the extent necessary or useful, transfer all rights related thereto to FIFA and shall take all appropriate steps to safeguard and enforce FIFA's sole ownership of such rights. The Stadium Authority shall not grant or purport to grant any such rights to any other person and/or entity.
- 6.2 **Support & Collaboration:** The Stadium Authority agrees to support and collaborate with FIFA to enable FIFA to fully exploit the Media Rights and the Marketing Rights.
- 6.3 **Concession Operations:** As outlined in Clause 3.8, FIFA retains the exclusive right to conduct, or to appoint any third party to conduct, sales and/or distributions of consumable products (including any food and beverage) and non-consumable merchandise (including, all officially licensed Competition merchandise, serving containers, cups, packaging, souvenirs, novelties, film, apparel, publications and other similar items) in the Stadium during the Exclusive Use Period. The Stadium Authority shall refrain from conducting any such activity, and shall ensure that no third party not authorised by FIFA will be entitled to conduct such activities in the Stadium.
- 6.4 **Advertising Rights:** FIFA further reserves the exclusive right to place and/or permit the placing of permanent or temporary, audible or visible advertising of any kind or description within the Stadium, including on any giant screen(s), scoreboard, video board, wall, fence, equipment, uniform, clothing, bench, concession stand or on the person of any vendor, in the parking and

pedestrian areas, restrooms or sanitary facilities, water or other fluid bottles, over the public address system or otherwise. The Stadium Authority shall not, under any circumstances, place, or authorise any other individual or entity to place, advertising or advertising matter or engage in any promotional, public relations, religious, political, commercial or advertising activity of any kind in, on, above, around or about the Stadium without the prior written approval of FIFA.

- 6.5 **Communication Systems:** FIFA and/or the LOC shall be entitled to exercise complete and exclusive control over all giant screen(s), scoreboards, video boards, sound and public address systems and any and all other audible or visible information or communication systems or means in the Stadium during the Exclusive Use Period.
- 6.6 **Hospitality Facilities:** The Stadium Authority shall comply, at its own cost, with FIFA and/or the LOC's requirements in relation to the implementation of official hospitality programme for the Competition.
- 6.7 **Media Rights:** FIFA reserves the exclusive right to exploit the Media Rights, and the Stadium Authority agrees to refrain from photographing, filming or otherwise recording any Matches and/or Ancillary Events or other Competition-related activities, including official team training sessions, within the Stadium, nor shall it authorise or allow any third party to do so, except as expressly authorised, in advance and in writing, by FIFA. The Stadium Authority shall deliver the Stadium to FIFA with all requisite camera and commentary positions constructed and ready for use in accordance with FIFA's requirements, and, where necessary, shall accommodate such camera and commentary positions by eliminating seats from the Stadium seating inventory. The Stadium Authority shall further provide a segregated compound on or adjacent to the Stadium to accommodate the vehicles and equipment of Broadcasters.
- 6.8 **Commercial Display Area:** The Stadium Authority shall provide the LOC and/or FIFA free of charge with an area measuring no less than 2500 (two thousand five hundred) square metres within the Stadium for the purposes the commercial display area to be used by the Commercial Affiliates.
- 6.9 **No Licences:** The Stadium Authority shall refrain from issuing any permits or licences for commercial activities of any kind for use within the Exclusion Zone on Match days.

## **7- INTELLECTUAL PROPERTY MATTERS**

- 7.1 **No Promotion:** The Stadium Authority agrees to procure that its Stadium sponsor(s), agents, representatives, employees, external advisors, suppliers, service providers and/or other contractors shall not publicly disclose or publicise in any manner the nature of any transaction with, or services rendered to, the Stadium Authority in connection with the Competition, such as by way of any reference in any sales literature, advertisements, letters, client lists, press releases, brochures, website or other written, audio or visual materials to the relevant transaction or the services provided, or to the Stadium, the Stadium Authority, the Host City, the LOC, FIFA or the Competition.
- 7.2 **Competition Marks:** The Stadium Authority shall itself refrain, and shall require that its Stadium sponsor(s), agents, representatives, employees, external advisors, suppliers, service providers and/or other contractors also refrain, from any use of the trademark "2014 FIFA World Cup" or any other service mark, trademark, copyright or trade name which is associated with the Competition.
- 7.3 **Stadium Name:** The Stadium Authority agrees to ensure that, during the Term, any and all use of the Stadium name and/or Stadium logo in any connection with the Competition whatsoever,

whether by the Stadium Authority, the Stadium sponsor(s), or the Stadium Authority's agents, representatives, employees, external advisors, suppliers, service providers and/or other contractors excludes the name, logo or other commercial identifier of any commercial entity. The Stadium Authority shall also obtain written waivers from existing contracts to permit the name and/or logo of the Stadium to be temporarily changed, if required by FIFA, for all purposes relating to or arising as a result of the Competition. FIFA reserves the right to change the Stadium name and/or logo to the name and/or logo of the Host City in which the Stadium is located.

- 7.4 **Stadium Identifiers:** The Stadium Authority hereby grants to FIFA the right to use, and to sublicense the right to use, on a worldwide, royalty free basis, all trademarks, copyrights, pictures, graphic representations and other identifiers of the Stadium, whether for purposes of promoting the Competition, for commercial exploitation, or for other purposes in connection with the Competition.

## 8. FEES & INSURANCE

- 8.1 **Rental Fee:** The LOC shall pay to the Stadium Authority as rental for the use of the Stadium during the Exclusive Use Period the amount of [•], which amount shall be inclusive of all consumption taxes, such fee to be payable in accordance with a payment schedule to be agreed between the parties.
- 8.2 **Utility Consumption:** The LOC shall bear all utility consumption costs (such as water, gas, telecommunications and electricity consumption costs) incurred by FIFA and/or the LOC (and authorised third parties) during the preparation phase and Exclusive Use Period, but expressly excluding any costs relating to the provision or delivery of such utilities and utility facilities.
- 8.3 **Delivery Costs:** The Stadium shall be delivered to FIFA and the LOC in the manner outlined herein, and the Stadium Authority shall be solely responsible for any and all costs associated with the delivery of the Stadium (including all Stadium facilities) and the Stadium construction, renovation and/or modifications required by FIFA and/or the LOC in accordance with FIFA's highest applicable technical, security and commercial requirements. In the event that FIFA and/or the LOC require further construction, renovation and/or modifications to the Stadium following delivery of the Stadium, the Stadium Authority shall be solely responsible for all such costs and expenses.
- 8.4 **Financial Assistance:** The Stadium Authority is encouraged to seek government assistance and assistance from the private sector to cover the costs associated with the costs set out above, it being understood that no commercial entity may associate itself with the Stadium or promote its role in connection with the financial assistance provided to the Stadium Authority (whether in relation to financial assistance provided to the Stadium Authority or otherwise) during the term of this Agreement.
- 8.5 **Loss/Damage Insurance:** The Stadium Authority shall carry and keep in full force and effect, at its own cost and expense, from a date hereof which is as early as possible after the final selection of the Stadium until the end of the Competition, insurance on the Stadium against any loss or damage, including loss of use thereof, from any and all risks and perils as may be insured against by commercially available insurance policies for such facilities, but in no event less broad than "all risk" insurance including earthquake, flood, thunderstorms and any other natural catastrophe and, to the extent available, against terrorism.
- 8.6 **Public Liability Insurance:** The Stadium Authority shall, throughout the duration of the Competition and at its sole cost and expense, carry and maintain, and include FIFA as additional

insured, general public liability insurance against claims for bodily injuries, death or property damage occurring on, in, above or about the Stadium and/or arising out of the Stadium Authority's operations under this Agreement.

- 8.7 **Insurance Policies:** The Stadium Authority shall present copies of all insurance policies to FIFA upon such insurance policies being obtained and shall not cancel any insurance policy or waive or amend any provision of any insurance policy without the prior written consent of FIFA. All insurance policies, which shall be required to be maintained under the provisions of this clause, shall contain a provision obligating the insurance carrier to notify FIFA and the LOC in writing at least thirty (30) days prior to any cancellation of such policy.

**SECTION 5**  
**GENERAL MATTERS**

**9 REPRESENTATIONS & WARRANTIES**

- 9.1 **Stadium Authority Agreements:** The Stadium Authority hereby represents and warrants that it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the LOC, FIFA and/or the Commercial Affiliates, FIFA's service providers and/or other commercial rights holders respectively from using their own employees, volunteers, agents, representatives or contractors in performing any task associated with the Competition or which would require those parties to pay any employee, agent, representative or contractor of the Stadium Authority any amount for the right to use their own volunteers, employees, agents, representatives or contractors in performing any task (including, without limitation, any works, preparation, installation, removal and tear down) associated with the Competition, whether or not such tasks are performed prior to, during or after any Exclusive Use Period. The Stadium Authority further represents and warrants that it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the LOC, FIFA and/or the Commercial Affiliates, FIFA's service providers and/or other commercial rights holders from exercising their rights in relation to the Competition.
- 9.2 **Authority:** The Stadium Authority hereby represents and warrants that it has taken all corporate and/or other steps necessary and has the full right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- 9.3 **No Conflict:** The Stadium Authority hereby represents and warrants that the execution, delivery and performance of this Agreement shall not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Stadium Authority is a party or by which it is bound.
- 9.4 **General Representations & Warranties:** The Stadium Authority represents, warrants and undertakes as follows:
- (i) that it is not aware of any impediment or restriction which does or might impair or restrict the performance of its obligations under this Agreement;
  - (ii) that it will perform all its obligations hereunder in full compliance with the terms of this Agreement and by applying the highest standard of care;
  - (iii) the conclusion and performance of this Agreement have been duly authorised by all necessary corporate actions of the Stadium Authority, and do not contravene the certificate of incorporation, or the by-laws of Stadium Authority;
  - (iv) there are no actions, suits or proceedings pending or, to the best knowledge of the Stadium Authority, threatened against the Stadium Authority before any court, tribunal or governmental body, agency, authority or other instrumentality which might substantially and adversely affect the financial condition of the Stadium Authority or its ability to perform its obligations under this Agreement; and
  - (v) this Agreement is valid and legally enforceable against the Stadium Authority in accordance with its terms.

9.5 **Term:** This Agreement commences on the date of its execution by the LOC and FIFA and will expire on 31 December 2014, unless previously terminated in accordance with the provisions of Clause 9.6 below.

9.6 **Termination:** This Agreement shall be automatically terminated with immediate effect (i) if the Stadium is not selected as a venue in which Matches or Ancillary Events will take place, (ii) if the Stadium Authority becomes bankrupt or (iii) upon the commencement or opening of any formal proceedings undertaken for the express purposes of the liquidation, winding-up, dissolution and/or removal from the corporate register of any party to this Agreement.

FIFA shall have the right to immediately terminate this Agreement and withdraw the Matches from the Stadium:

- (i) if the Stadium Authority violates any material term of this Agreement;
- (ii) in the event of an incident of force majeure, cancellation, postponement/advancing or boycott;
- (iii) if the Stadium Authority declares insolvency, enters into a composition agreement or ceases to carry out its business operations.

With respect to paragraph (i) above, FIFA shall provide the Stadium Authority with thirty (30) days' written notice and the opportunity to cure the violation if the violation occurs more than three (3) months prior to the first Match, or within ten (10) days notice and the opportunity to cure the situation if the violation occurs closer to the first Match. If the situation is not cured to FIFA's reasonable satisfaction within such cure period, FIFA shall have right to immediately terminate this Agreement.

In the event that (a) the Stadium Authority does not fully perform certain obligations under this Agreement which are considered by FIFA as not material and (b) the Stadium Authority has not remedied the situation within a reasonable cure period, FIFA and the LOC can decide, at their discretion, without prejudice to their rights and claims against the Stadium Authority under this Agreement, and without relieving the Stadium Authority from fulfilling such obligations, to perform or have performed certain obligations of the Stadium Authority under this Agreement at the expense of the Stadium Authority.

In the case of an early termination (for whatever reason) of this Agreement by FIFA or an automatic early termination (for whatever reason), the Stadium Authority shall:

- (i) not have any claims or rights to damages against FIFA or the LOC, and the Stadium Authority expressly waives all such rights;
- (ii) indemnify FIFA, the LOC and other concerned parties as outlined below;
- (ii) compensate FIFA for any further damage it may incur as a result of an early termination of this Agreement.

In the case of termination (for whatever reason) or expiration of this Agreement all rights granted to the Stadium Authority shall immediately cease and, where applicable, fully revert to FIFA at no cost to FIFA.



- 9-7 Force Majeure/Cancellation/Postponement: In case of force majeure, cancellation, postponement or boycott the following shall apply:

The failure or inability of either party to comply with the terms and conditions hereof because of an event of force majeure (including any act of god, strike, labour dispute, war or acts of war, fire, riot, earthquake, act of terrorists or other public enemies, action by governmental authorities, or for any similar reason not reasonably within the control of such party), shall not be deemed a breach of this Agreement.

In the event of a cancellation of the Competition by FIFA (the Competition thus being annulled without any replacement), FIFA has the right to terminate this Agreement.

In the event of a postponement or advancing of the Competition or any Ancillary Event, the obligations of the parties shall not terminate, provided that FIFA does not exercise its termination right outlined above. The Stadium Authority shall not receive any compensation and shall not assert any other claims or rights to damages against FIFA or the LOC.

- 9.8 No Partnership: Neither this Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the LOC and the Stadium Authority. The Stadium Authority shall not act or purport to act as a partner or agency of FIFA or the LOC. This Agreement shall not be deemed to give the Stadium Authority general authority or power to act on behalf of FIFA or the LOC except to the extent expressly provided in this Agreement. The parties are in all respects independent contractors, and have separate financial interests under this Agreement.

- 9.9 Notices: All notices to be given under this Agreement shall be given in writing at the following addresses, unless notification of a change of address is given in writing. Any notice will be sent by facsimile and confirmed by registered or certified mail and will be effective upon receipt.

**FIFA:**  
FIFA-Strasse 20  
Switzerland  
Facsimile: +41 43 222 7878  
Attention: Director of Competitions  
Copy: Legal Director

**LOC:**  
[ ]  
Facsimile:  
Attention :  
Copy:

**STADIUM AUTHORITY:**

[ ]  
Facsimile:  
Attention :  
Copy:

- 9.10 Transfer & Assignment: Unless otherwise expressly outlined in this Agreement, the Stadium Authority may not transfer and/or assign any of its rights or obligations under this Agreement without the prior written consent of FIFA and the LOC. FIFA and the LOC shall each be entitled to transfer and/or assign any of its rights or obligations under this Agreement, and to delegate the performance of its obligations hereunder, to any third party.

- 9.11 **No Waiver:** Any waiver by either party of a right arising out of this Agreement or any breach of this Agreement 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 Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Agreement 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 Agreement.
- 9.12 **Confidentiality:** The parties acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Agreement are confidential and agree to do all things necessary to preserve their confidentiality, except to the extent that:
- (i) disclosure is required by relevant laws or court orders;
  - (ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Clause 9.12);
  - (iii) disclosure is necessary within the Stadium Authority, LOC or FIFA group as part of such group's ordinary reporting or review procedure; or
  - (iv) disclosure is made to the Stadium Authority's, the LOC's or FIFA's professional advisers or auditors who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this Clause 9.12.

The parties shall further agree upon the timing, form and content of any public announcement in relation to this Agreement.

- 9.13 **Entire Agreement:** This Agreement 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 Agreement must be in writing and signed by both parties.
- 9.14 **Governing Law:** This Agreement is to be governed by, and interpreted in accordance with, the laws of Brazil, to the exclusion of any choice of law principles.
- 9.15 **Arbitration:** All disputes in connection with this Agreement, 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, any such dispute shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English.
- 9.16 **Counterparts:** This Agreement will be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single agreement.
- 9.17 **Amendments:** Any amendments to or changes of this Agreement, save for the regulations, directives and any other document issued by FIFA in accordance with the terms of this Agreement, shall be valid only if made in writing and signed by the Stadium Authority, FIFA and the LOC.

9.18 Indemnification: The Stadium Authority hereby waives any and all claims of liability against the LOC, FIFA and their officers, directors, members, agents or employees, for any loss or damage to the Stadium whether or not such loss or damage may have been caused by or resulted from the negligence of the LOC, FIFA, their officers, directors, members, agents or employees to the extent such loss or damage is within the classification of perils covered by the type of property insurance the Stadium Authority is required to maintain pursuant to this Agreement. The Stadium Authority further indemnifies and holds harmless FIFA, the LOC and the Commercial Affiliates, the Broadcasters, the Host Broadcaster and their respective officers, directors, members, employees, external advisors and agents from any and all obligations or liabilities, including, without limitation, any and all claims, losses, damage, injuries, liabilities, objections, demands, recoveries, deficiencies, costs and expenses which they may suffer or incur arising out of or in any way connected with the use of the Stadium, or any acts or omissions of the Stadium Authority hereunder. The obligations of the Stadium Authority set forth in this clause survive the termination of this Agreement.

9.19 Limitation of Liability: The LOC and FIFA, their officers, agents, employees, licensees or sub-contractors shall not be liable to the Stadium Authority for the death, personal injury or damages related to the Competition save in the event that such death, personal injury or damages is caused by a grossly negligent or wilful act or omission on the part of the LOC or FIFA (as applicable). Neither the LOC, nor FIFA, nor any of their officers, agents, employees, licences or contractual partner shall be liable to the Stadium Authority for any damages should a Match scheduled to take place at the Stadium not take place at the Stadium or otherwise not take place as scheduled.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorised representatives.

**FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)**

By: .....

By: .....

Name: .....

Name: .....

Title: .....

Title: .....

**2014 FIFA WORLD CUP LOCAL ORGANISING COMMITTEE BRAZIL**

By: .....

By: .....

Name: .....

Name: .....

Title: .....

Title: .....

**[STADIUM AUTHORITY]**

By: .....

By: .....

Name: .....

Name: .....

Title: .....

Title: .....