

## **Government Guarantee No. 7**

*[The Government Declaration (including letterhead) to be provided in English]*

Fédération Internationale de  
Football Association (FIFA)  
Attn. Mr. Joseph S. Blatter  
President  
FIFA-Strasse 20  
CH-8044 Zurich  
Switzerland

**[Place/date]**

### **Government Guarantee No. 7 ("Guarantee") Telecommunication, Information Technology**

Dear Mr President

In relation to **[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]** taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

#### **A. Definitions**

For the purposes of this Guarantee, the following definitions shall apply:

**Competitions** – the **[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]**;

**Events** – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

**FIFA** – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

**FIFA Subsidiaries** – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

**Hosting Association** – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

**LOC** – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

## **B. Telecommunication and Information Technology Undertakings**

The Netherlands guarantees to FIFA the availability throughout the Netherlands of a telecommunication infrastructure and all relevant services, including, but not limited to, all necessary networks (wireless and fixed line), all associated network cabling and hardware (including termination equipment), all necessary codes and all active and passive components, that will enable all required forms and volumes of telecommunication at state-of-the-art speed and degree of reliance, including wired and wireless national and international telephone, data, audio and video communications for the Competitions and/or the Events.

This telecommunication infrastructure shall conform with (i) the highest international standards and requirements applicable at the time of the Competitions and/or the Events and (ii) the specific requirements that FIFA may define from time to time.

The Netherlands guarantees that the telecommunications infrastructure shall in particular provide at least fully redundant secured high-speed, high-availability link circuits between each of the stadiums or other Event venues, the international broadcast centres, the international media centres and international gateways at bandwidth and redundancy requirements to be defined by FIFA. The infrastructure includes diverse pathways from the TV-compounds, two (2) independent primary technical areas (PTAs) at every venue and connectivity to two (2) independent telecom exchanges.

The bandwidth and redundancy set up requirements shall be, at a minimum, based at least on the same telecommunication infrastructure and international connectivity and redundant fibre and back up via satellite with several teleports that existed in any country of any previous FIFA World Cup™, in particular but not limited to Germany for the 2006 FIFA World Cup™, at minimum 60 Gbps, provided that they shall take into consideration any relevant technological developments and upgrades available until the year **[2018 / 2022]**. For the avoidance of any doubt, the telecommunication infrastructure includes adaptation technologies (such as end to end broadcast transmissions solutions), and as minimum include uplink for one HD channel from each venue for full duration of each match coverage, with the ability to encode the signal in accordance with the technical standards in use at

the time of the event, a downlink at the IBC with ability to receive the above signal from all matches being played at a given time, and guaranteed availability of 36 MHz-minimum satellite transponders, for duration adequate to perform the above backup transmissions.

The Netherlands also guarantees that the international audio and video connections shall provide fully reliable backup connections from the IBC to international cable networks and to the main satellites, including dual up linking facilities (at the IBC and at fixed earth stations).

The Netherlands also represents and guarantees to FIFA, and will ensure, that the users of the communications infrastructure will have at their disposal, within and between each relevant location, state-of-the-art voice and data communications technology at all Competitions and/or Events venues and offices, including, but not limited to the FIFA headquarters, referee headquarters, the FIFA venue hotels, team base camps, the international broadcast centres, and the international media centres at bandwidth and redundancy requirements defined by FIFA, and that this infrastructure will be available well in advance of the Competitions and/or the Events, in accordance with the timeline as defined by FIFA.

### **C. Costs**

All undertakings and guarantees of the Netherlands in this Guarantee, including the undertaking to provide and support the guaranteed infrastructure, shall be given to FIFA at no specific costs and expenses for FIFA, the LOC, the HCNFA, and/or the users, except that the users (other than FIFA or any of its nominees) of such telecommunication and/or information technology infrastructure may be charged user rates that are customary in the international market and internationally competitive. In addition, such used rates shall not be more expensive than at previous FIFA World Cups and at other major international sporting events. It is acknowledged that in this context, it is the comparison with similar rates which is of importance, and consequently not the cost of putting such infrastructure and services in place in the Netherlands. The telecommunication services should be marketed and packaged in a specific and relevant manner for the Events. For the avoidance of doubt, FIFA has approval right over any telecommunication rate cards. For FIFA or any of its nominees, no user rates shall be charged.

### **D. General Undertakings**

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understands that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

the Netherlands