

MEMORANDUM

Agenda Item No. 14(A)(7)

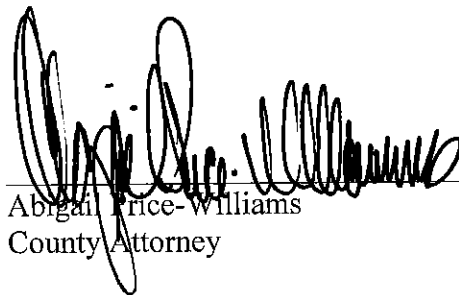
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: February 21, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution supporting the bid to be a host site for the 2026 World Cup Soccer matches and events; approving the terms of the Airport Agreement without conditions between Miami-Dade County and the Member Association (as such term is defined in the Airport Agreement) and authorizing County Mayor to execute same and exercise certain provisions contained therein; waiving Resolution No. R-130-06 and Administrative Order 3-20; retracting the authority granted the County Mayor in Resolution No. R-04-18 and urging the United States Bid Committee and Federation Internationale de Football Association to select the bid for hosting the 2026 World Cup in Miami-Dade County

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Abigail Price-Williams
County Attorney

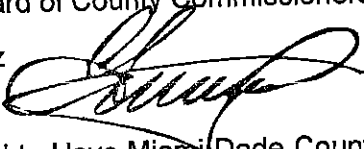
APW/cp

Memorandum



Date: February 21, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Support for the Bid to Have Miami-Dade County as a Host Site for the 2026 FIFA World Cup and Approving the Required 2026 FIFA World Cup Airport Agreement

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the execution of the required FIFA-provided attached Amended Airport Agreement (the "Amended Agreement") to replace the Airport Agreement previously approved by the Board on January 23, 2018 through Resolution No. R-4-18. This Amended Agreement deletes all of the conditions added by Miami-Dade County in "Annexe 4," as referenced in Resolution No. R-4-18, because the US Soccer Federation has represented to the administration that the conditions contained in the Agreement approved by this Board would disqualify the Airport from consideration. This Amended Agreement is an agreement between Miami-Dade County and the Member Association comprised of the US Soccer Federation, the Mexican Soccer Federation and the Canadian Soccer Association (the "Member Association" or the "UBC"), and the agreement is one part of the complete bid proposal submitted by the Greater Miami Sports Commission, Inc. (GMSC, a 501(c)3 non-profit entity) for Miami-Dade County to serve as a Host City for the 2026 FIFA World Cup.

Scope

The FIFA World Cup is an international event that is expected to attract visitors from all over the world to various parts of the County; therefore, the impact will be Countywide.

Fiscal Impact/Funding Source

UBC comprises a joint bid effort of the United States, Canada and Mexico to FIFA, the international governing body of soccer, for the 2026 World Cup tournament. It has been conveyed to the County by UBC that hosting a World Cup may be approximately five times the cost of hosting a Super Bowl as the duration of activities are approximately a month, whereas a Super Bowl is approximately one week. As with the Super Bowl, a World Cup Host Committee will be organized to fundraise for the majority of expenses to support the overall activities. If a Host Committee does not provide all needed funding, the County will be responsible for the remaining costs of the Airport Agreement.

Some of the costs to the County that are outlined in the Amended Agreement include in-kind expenses that would be provided in the form of departmental support. The airport operational requirements enumerated in the Amended Agreement are similar to routine support of large scale special events, and the Miami-Dade Aviation Department (MDAD) believes that it can meet the operational requirements enumerated in the Amended Agreement within Miami International Airport's ("MIA") operational capacity. It is expected that this in-kind support of the 2026 FIFA World Cup by the MDAD will total a minimum of \$275,000 or approximately five times the cost of Super Bowl activities. In comparison, in 2010, MDAD expended approximately \$55,000 in in-kind support to MIA Super Bowl-related activities and operations.

Additionally, staff has quantified another \$1.5 million in rental fees and advertisement "buyouts" that the County would need to incur pursuant to the Amended Agreement. To the extent that these

Honorable Chairman Esteban L. Bovo, Jr.
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expenditures are not funded by a Host Committee, the County will be responsible for these costs. Pursuant to the Amended Agreement, however, FIFA and/or its Member Association or affiliates will cover certain expenses, such as installation of signs and the purchase, at prevailing market prices, of both Airport retail spaces and outdoor media spaces.

As noted previously, the terms of the proposed FIFA-provided Airport Agreement (a) allow FIFA and its Member Association to unilaterally modify and enhance the County's obligations under the Agreement and b) may require the County to breach existing County contracts that may be in effect through 2026, if necessary for the delivery of obligations.

The County had previously added conditions to mitigate the risks associated with the Airport Agreement terms. Those prior conditions to the Agreement, contained within Annexe 4 of the Airport Agreement in Resolution No. R-4-18, are now deleted. For reference, a copy of that Annexe 4 is attached as Exhibit A hereto.

The Amended Agreement also requires that the County waive the right to pursue any claims against the FIFA, Member Association, or affiliated third parties and obligates the County to indemnify UBC, FIFA, and various other parties for all claims brought against them, without limitation. This indemnity obligation would additionally be implicated if UBC or FIFA incur costs as a result of the County's inability to comply with any provision of the Amended Agreement. This obligation is different from the County's typical indemnity clauses, which indemnify private parties only against claims caused by the County's negligence, and which caps the County's tort liability at \$300,000, consistent with Florida Statutes, Section 768.28.

In addition, if Miami-Dade County is selected as a Host City for the 2026 World Cup with matches to be played at Hard Rock Stadium, then the Miami Dolphins would be eligible to earn grants from the County in accordance with the Performance Based Marquee Event Grant Agreement.

A study conducted by the Boston Consulting Group, on behalf of the UBC, indicates that the economic benefit to local host cities may be as much as \$500 million.

Track Record/Monitor

Alex Muñoz, on assignment to staff this initiative, will be responsible for overseeing issues related to the overall hosting of the 2026 FIFA World Cup. Joe Napoli, Chief of Staff, Miami-Dade Aviation Department, will be responsible for monitoring the Amended Agreement after it is executed.

Delegation of Authority

This Resolution delegates to the Mayor or designee the authority to exercise certain provisions of the Amended Agreement.

Background

Since Board consideration of the previous Airport Agreement in January 2018 through Resolution No. R-4-18, UBC has represented to the administration that various other airports have presented unmodified Agreements to the UBC. To the best of the administration's knowledge, this includes airports in Cincinnati, Dallas, Philadelphia and Nashville. We have requested copies of those airport agreements, but UBC indicates it cannot provide them. The UBC has represented to the administration that the inclusion of any modifications to the Airport Agreement via Annexe 4 will disqualify Miami-Dade County from selection as a Host City for World Cup events in 2026. Reconsideration of several factors such as the Airport's ability to meet the terms and conditions of

the Amended Agreement based on its historic experience with large events, the world-class level of MIA infrastructure and services, and conversations with representatives of the UBC, prompted reconsideration of the Agreement. Based on the projected benefits to Miami-Dade County of hosting the World Cup in 2026, I recommend that this Board approve the Amended Agreement without the conditions previously contained in Annexe 4, because the projected benefits outweigh the financial risks to the County.

The concerns related to the Amended Agreement and how they are mitigated are as follows:

- (1) Is the County obligated to take any action, or omit an action, that would violate or conflict with federal, State, or local laws?**

This is mitigated in standard language in the Amended Agreement. Section 12.13.1 generally states that the Airport is not obligated to take an action which would violate law. Furthermore, the Agreement provides for a process to discuss and agree to remedies. However, the County would still be required to indemnify FIFA, the Member Association, and various other parties against costs incurred as a result of the County's inability to take such action.

- (2) Is the County required to breach any current contracts?**

Section 12.13.1 also indicates that the County is not required to act beyond its competencies in performing the deliverables of the Agreement. MDAD has also indicated that they currently have no contracts that extend beyond the period when matches would be played; however the County's obligations to UBC would arise, and could be enforced, upon award. If the County is selected as a Host City, provisions related to the World Cup may be included in future agreements before execution. This allows for appropriate FIFA World Cup provision(s) to be added as they are renewed. Notwithstanding, the County would still be required to indemnify FIFA, the Member Association, and various other parties against costs incurred as a result of the County's inability to perform the deliverables of the Amended Agreement because of any existing contract.

- (3) Can enhancements to the County's obligations be unilaterally changed by FIFA or the Member Association?**

The Amended Agreement includes language that the Member Association, FIFA and the Airport shall discuss and agree to potential solutions of any modifications. However, even if there is no agreement by the County, the Amended Agreement provides that the Member Association and FIFA can unilaterally change the Amended Agreement. However, under Swiss law, as confirmed by Swiss lawyers consulted by Bond Counsel, such modifications must reasonably relate to the purposes of the agreement. Although there is no way to determine prospective changes, Airport staff are confident that they can meet the obligations currently set-forth in the Amended Agreement and any reasonable requests in the future. However, the County would still be required to indemnify FIFA, the Member Association, and various other parties against costs incurred as a result of the County's inability to perform.

Other conditions provided in Annexe 3 to the Airport Agreement remain unchanged from the prior version, and these conditions provide that various federal, state and local laws are applicable to the Amended Agreement and must be complied with by the Member Association. Included in Annexe

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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3 are provisions required by the Federal Aviation Administration, State of Florida Statutes related to Public Records, and the County Code pertaining to requirements for conducting business with the County.

Additional important disclosures include: a) the Amended Agreement requires the County to coordinate the timing, form and content of any public announcements in relation to the competition with FIFA, b) the Amended Agreement will be governed and interpreted under Swiss law, and c) any disputes arising under the Amended Agreement are subject to binding arbitration to be held in Zurich, Switzerland, pursuant to the Swiss Rules of International Arbitration. Additionally, the County could be obligated to perform under the Amended Agreement even if FIFA decides not to have any World Cup matches in Miami-Dade. The FIFA-provided Amended Agreement, once executed by the County, is an irrevocable offer by the County to FIFA's Member Association.

While I may, in the future, recommend that the Board waive some of the provisions required by County Code, for the Agreement to be legally sufficient now, the provisions in Annexe 3 must be included. I am also directing MDAD staff to negotiate any agreements that expire before the 2026 World Cup in a manner that would allow for the delivery of obligations consistent with the Amended Agreement.

I am also recommending the waiver of the provisions of Resolution No. R-130-06 requiring that agreements be executed by other parties prior to Board consideration. The bidding process for the 2026 World Cup requires that the Agreements be executed first by the bidding metropolitan areas and then by the Member Association. To remain in consideration for the hosting of World Cup events in 2026, it is in the best interest of the County to waive the requirements of Resolution No. R-130-06. Additionally, I am also recommending the waiver of the Independent Private Sector Inspector General requirement in Administrative Order 3-20.


The World Cup is one of the world's premier sporting events with participants from all over the world. In July of 2017, the UBC contacted the County as a possible candidate to host 2026 World Cup matches and activities. One of the many assets that helps to increase the strength of the 2026 FIFA World Cup Bid is MIA. Unlike 2009, the bidding requirements for the 2026 World Cup include the execution of an Airport Agreement outlining support and facilities needed by FIFA. Approval of the Amended Agreement is needed now so that a complete bid package can be submitted to the UBC. In addition to the Airport Agreement, the Greater Miami Convention and Visitors Bureau (GMCVB) is working with the Miami Dolphins, the hotel industry, local universities and municipalities to provide other requirements. The Bid components being submitted include a Host City Agreement, Stadium and Training Site Agreements.

Hosting the World Cup presents many benefits. Economic impacts are estimated to be as much as \$500 million. Other benefits, such as the exposure and legacy of serving as a host city, are more difficult to quantify, but support the County's and the GMCVB's international recognition as a "big-event town" and premier travel destination.

In September of 2017, the County, along with the GMCVB and the Miami Dolphins, provided a response to a Request for Qualifications (RFQ) that was evaluated by the UBC. The RFQ determined that the County, along with all of its partners, facilities, and venues, was a qualified location to host the 2026 FIFA World Cup. As a result, Miami-Dade County was "shortlisted" along with 24 other cities to provide a Bid to serve as a host for the 2026 FIFA World Cup.

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and Members, Board of County Commissioners
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The selection of the Host Cities for the 2026 World Cup is not expected until late 2020. It is expected that FIFA will be announcing the selection of the host nation for the 2026 FIFA World Cup at the 2018 FIFA World Cup in Russia this summer. Currently, Morocco is the only other nation submitting a bid for the 2026 FIFA World Cup. FIFA has indicated that the 2026 tournament will be an expanded version including the largest field of participating nations ever, with 48 countries competing. A Host City can expect to hold between four to eight matches. The UBC has also stated that the US will host 60 of the 80 matches, with Canada and Mexico each hosting 10 matches.



Alina T. Hudak
Deputy Mayor

"Exhibit A"

ANNEXE 4

Miami-Dade County's Conditions to Airport Agreement

Miami-Dade County (the "County"), as owner and operator of Miami International Airport, expressly conditions its offer of performance and its execution of the Airport Agreement on the following conditions, the acceptance of which by the Member Association and FIFA and their respective permitted assignees and successors (collectively, the "Counterparties") shall be an express precondition on the effectiveness of the Airport Agreement. If accepted by the Counterparties, as evidenced by execution of the Airport Agreement by the Member Association, the terms and conditions below shall be deemed to be incorporated into the Airport Agreement, and shall take precedence over and supersede any conflicting provision of the Airport Agreement, without limitation. In the event that the Counterparties reject these terms and conditions, the County's signature on the Airport Agreement shall be of no effect and the obligations contained in the Airport Agreement shall be deemed void *ab initio*. Where not otherwise defined herein, capitalized terms shall have the same meaning as defined in the Airport Agreement.

1. Notwithstanding and prevailing over any provision in the Airport Agreement to the contrary:

(a) The County has no obligation to take or omit any action, or fulfill any obligation, which would, in the sole discretion of the County, be in conflict with or violate any federal, state, local or municipal law, rule, regulation, decree or other legal requirement, including, but not limited to, Grant Assurances 5, 19, 22, 23, 25 and 30 as promulgated and interpreted by the Federal Aviation Administration. Any provisions that would require the County to take or omit any action, or fulfill any obligation as described above shall be deemed void *ab initio* and shall be of no legal force and effect.

(b) With respect to contract(s) entered into by the County prior to the date the Member Association executes the Airport Agreement, the County shall have no obligation to: (1) amend, (2) terminate, or (3) take or omit any action that would materially breach, such contract(s), and such provision in the Airport Agreement which would otherwise require such amendment, termination, or breach shall be deemed void *ab initio* and shall be of no legal force and effect. Contracts covered hereunder specifically include, but are not limited to, the County's Amended and Restated Trust Agreement dated December 15, 2002, and as approved by Resolution R-1261-02. Notwithstanding the preceding, the County will not otherwise extend or renew any contract entered into prior to the execution of the Airport Agreement by the Member Association unless such contract is consistent with the provisions of the Airport Agreement, as conditioned. Additionally, the County expressly disclaims the representations and warranties in the Airport Agreement as set

forth in Clause 12.1(iv), as, pursuant to the terms of this Condition, the County may, until the Airport Agreement is executed by the Member Association, enter into agreements which may restrict or prohibit the Member Association, FIFA, or Commercial Affiliates from exercising their rights pursuant to the terms of the Airport Agreement.

(c) In the event the County invokes the provisions of 1(a) or 1(b) above, the County shall, in writing, notify the Counterparties. In such notification, the County shall (i) refer to the nature of the conflict, with specificity, and (ii) shall outline in detail the implications on the County's ability to fulfill the relevant obligation of the Airport Agreement and shall comprise a good faith proposal on how to most effectively and to the fullest extent possible achieve the purposes of the obligation as set forth in the respective provisions of this Airport Agreement. The County and the Counterparties shall, if possible, after receipt of this notification agree in good faith in writing upon an adjustment or limitation of, or alternative solution to, the original obligation of this Airport Agreement which (x) would not lead to or cause a conflict and (y) most effectively and to the fullest extent possible achieves the purpose of the original obligation as set forth in the respective provisions of this Airport Agreement.

2. Throughout the Airport Agreement, the Counterparties reserve the right, after execution of the Airport Agreement by the County, to specify the County's level and manner of performance of the Airport Agreement such that the scope of the County's express obligations in the Airport Agreement may be expanded or altered by FIFA and/or the Member Association, and requiring that the County must comply with this expanded and altered scope; these rights include, but are not limited to, rights reserved to FIFA and/or the Member Association which would allow the Member Association and/or FIFA to issue (i) modifications, (ii) enhancements, or (iii) revised specifications, plans, criteria, or standards of operation, and include but are not limited to Clauses 2.2.2 and 2.2.3 of the Airport Agreement. Notwithstanding and prevailing over any such reservation in favor of FIFA and/or the Member Association in the Airport Agreement, the County shall not be obligated to comply with any such expanded or altered scope if it would have a substantially adverse impact on the County, as determined by the County in the County's sole discretion; provided, however, the County may, in its discretion, consent in writing to such expanded or altered scope.
3. Notwithstanding and prevailing over any provision in the Airport Agreement to the contrary, in the event that Counterparties and the County are unwilling or unable to agree as to (i) an agreeable proposal under Condition (1)(c) above or (ii) upon the terms of an amendment, alteration, modification, or enhancement under Condition 2 above, the Member Association or FIFA may terminate the Airport Agreement, in which case the Counterparties and the County shall have no liability or continuing obligation to each other of any

kind. An agreement between the County and the Counterparties pursuant to Condition 1(c) or Condition 2 above shall not otherwise effect the validity of the Airport Agreement, which will remain in full force and effect insofar as the primary purpose of the Airport Agreement is not frustrated.

4. Notwithstanding and prevailing over anything else in this Airport Agreement to the contrary, any provision requiring the County to indemnify or hold harmless shall be superseded by the following:

The County does hereby agree to indemnify and hold harmless the Counterparties to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum set forth in said statute, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum set forth in said Statute, from any and all personal injury or property damage claims, liabilities, losses and causes of action arising from the same claim which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the Counterparties from any liability or claim arising out of the negligent performance or failure of performance of the Counterparties or their employees, agents, servants, partners, principals or subcontractors, or any unrelated third party.

5. Any provision of the Airport Agreement by which Counterparties seek to limit their liability to the County with respect to breaches of this Airport Agreement, or which purport to waive the County's potential claims against Counterparties, shall be void ab initio and of no legal force and effect. By exception, the County expressly understands and agrees that these conditions, and the County's exercise of its rights hereunder, may be taken into consideration by FIFA as part of its selection criteria in connection with the selection of the host city to co-organize the Competition, in the selection of the host city, FIFA's determination as to the use of the Airport, or in FIFA's determination to revoke the selection of the Host City thereby resulting in the Member Association's termination of the Airport Agreement, and FIFA's decision on these subjects shall not be subject to challenge or dispute by the County.

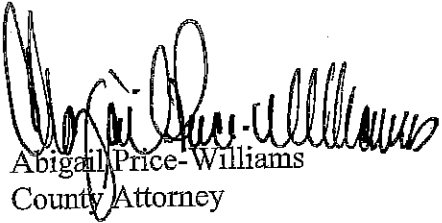


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: February 21, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(7)
2-21-18

RESOLUTION NO. _____

RESOLUTION SUPPORTING THE BID TO BE A HOST SITE FOR THE 2026 WORLD CUP SOCCER MATCHES AND EVENTS; APPROVING THE TERMS OF THE AMENDED AIRPORT AGREEMENT WITHOUT CONDITIONS BETWEEN MIAMI-DADE COUNTY AND THE MEMBER ASSOCIATION (AS SUCH TERM IS DEFINED IN THE AIRPORT AGREEMENT) AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE CERTAIN PROVISIONS CONTAINED THEREIN; WAIVING RESOLUTION NO. R-130-06 AND ADMINISTRATIVE ORDER 3-20; RETRACTING THE AUTHORITY GRANTED THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE IN RESOLUTION NO. R-04-18; AND URGING THE UNITED STATES BID COMMITTEE AND FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION TO SELECT THE BID FOR HOSTING THE 2026 WORLD CUP IN MIAMI-DADE COUNTY

WHEREAS, the World Cup is the preeminent soccer tournament, taking place every four years amongst teams representing countries from all over the world and attracting the finest soccer players from throughout the globe; and

WHEREAS, the United States has partnered with Canada and Mexico to form the United Bid Committee ("UBC") in order to submit a united bid to the Fédération Internationale de Football Association ("FIFA") for the three countries to host the 2026 soccer World Cup throughout various cities in each of the countries; and

WHEREAS, the UBC has selected Miami-Dade County as a finalist among metropolitan areas in the United States, Canada and Mexico to host World Cup soccer matches or to serve as the location for other important World Cup facilities and competition-related events such as the World Cup international broadcast center; and

WHEREAS, the Greater Miami Sports Commission, Inc. (“GMSC”), a not-for-profit corporation, has submitted a bid to the UBC for the 2026 World Cup; and

WHEREAS, the bid identifies: the Hard Rock Stadium located in Miami Gardens as the site for the soccer matches; Bayfront Park in the City of Miami and Lummus park in Miami Beach as potential sites to host the World Cup FanFest public viewing and festivities areas with more than 500,000 fans projected during the course of the tournament; the soccer facilities at Florida International University (“FIU”) in unincorporated Miami-Dade County, the University of Miami (“UM”) in Coral Gables, St. Thomas University (“STU”) in Miami Gardens, and Barry University (“Barry”) in Miami Shores as training sites for the 2026 World Cup teams to practice; and Miami International as the airport that can handle the influx of players, coaches, executives, officials and fans for the 2026 World Cup games and events; and

WHEREAS, hosting the World Cup soccer matches as well as other related events in Miami-Dade County may attract hundreds of thousands of spectators to South Florida resulting in an economic stimulus for this community; and

WHEREAS, indeed, in excess of 400,000 people would be anticipated to visit Miami-Dade County for World Cup festivities and matches during the 2026 World Cup; and

WHEREAS, hosting this momentous sporting event in our community provides a tremendous opportunity to boost our tourism industry and local economy; and

WHEREAS, hundreds of millions of individuals watch the televised World Cup matches, thus providing invaluable exposure to Miami-Dade County; and

WHEREAS, the World Cup promotes international cooperation through athletic competition; and

WHEREAS, the Board of County Commissioners (BCC) approved Resolution No. R-04-18 at the January 23rd, 2018 BCC meeting approving the World Cup Airport Agreement with certain conditions, and authorizing the County Mayor or County Mayor's Designee to execute such Agreement; and

WHEREAS, as stated in the Mayor's Memorandum, the County Mayor has recommended that the Board approve the Airport Agreement without the conditions previously contained in Annexe 4 of the Agreement, because the Administration believes that the projected benefits to Miami-Dade County of hosting the World Cup in 2026 would outweigh the financial risks to the County; and

WHEREAS, this Board desires to accomplish the purposes set out in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated herein by reference and adopted.

Section 2. This Board expresses its support for the bid to UBC and, ultimately, FIFA to host the 2026 World Cup soccer matches and related events in Miami-Dade County and commits Miami-Dade County's assistance, subject to then-available resources, funding, and appropriation, to support this important event.

Section 3. This Board approves the terms of the Amended Airport Agreement, without the conditions contained in Annexe 4 of the airport agreement previously approved by this Board in Resolution No. R-04-18, between Miami-Dade County and the Member Association (as such

term is defined in the Amended Airport Agreement) in substantially the form attached as Exhibit "A" to this resolution. This Board further authorizes the County Mayor or Mayor's designee to execute the Airport Agreement on behalf of Miami-Dade County and to exercise the provisions contained therein.

Section 4. This Board waives the provisions of Resolution No. R-130-06 requiring that all contracts be fully negotiated and executed before being presented to the Board and Administrative Order 3-20 requiring contractual language on the Independent Private Section Inspector General Services.

Section 5. This Board retracts the authority previously granted the County Mayor or County Mayor's designee in Resolution No. R-04-18, and this Resolution shall supersede and replace such Resolution No. R-04-18.

Section 6. This Board urges the UBC and FIFA to select the bid to host the 2026 World Cup soccer matches and related events in Miami-Dade County.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of February, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray

AIRPORT AGREEMENT

between

UNITED STATES SOCCER FEDERATION, INC. (USSF)

1801 South Prairie Avenue
Chicago, Illinois 60616
United States of America

("Member Association")

on the one side

and

MIAMI-DADE COUNTY

111 NW 1st Street, 29th Floor
Miami, Florida 22128
United States of America

("Airport Authority")

on the other side

regarding participation in hosting and staging the

2026 FIFA World Cup

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Initialed by

_____/____

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- 9.3. **No Creation or Use of Other Marks**
- 9.4. **Protection of Competition Marks**
 - 9.4.1. No Oppositions or Challenges of Competition Marks
 - 9.4.2. No Registration of Competition Marks
 - 9.4.3. No Third Party Association

10. HUMAN RIGHTS AND LABOUR STANDARDS

- 10.1. **General Principle**
- 10.2. **Undertakings by Airport Authority**

11. COSTS

12. MISCELLANEOUS

- 12.1. **Representations and Warranties**
- 12.2. **Term**
- 12.3. **Termination**
 - 12.3.1. Termination by Member Association
 - 12.3.2. Termination by Airport Authority
- 12.4. **Force Majeure**
- 12.5. **No Partnership**
- 12.6. **Notices**
- 12.7. **Transfer and Assignment**
- 12.8. **No Waiver**
- 12.9. **Confidentiality and Public Statements**
 - 12.9.1. Confidentiality
 - 12.9.2. Public Statements
- 12.10. **Entire Agreement**
- 12.11. **Severability**
- 12.12. **Compliance with Laws**
- 12.13. **Limitation of Obligations and Consequences**
 - 12.13.1. General Principle
 - 12.13.2. Adjustment or Limitation of Obligations / Alternative Solutions
 - 12.13.3. Consequences
- 12.14. **Interpretation**
- 12.15. **Amendments**
- 12.16. **Indemnification / Limitation of Liability**
- 12.17. **Anti-Corruption**
- 12.18. **Language**
- 12.19. **Governing Law**
- 12.20. **Arbitration**
- 12.21. **Mandatory Contractual Language**

ANNEXE 1 AIRPORT INFORMATION

ANNEXE 2 GLOSSARY OF TERMS

ANNEXE 3 MANDATORY CONTRACTUAL LANGUAGE

AIRPORT AGREEMENT

1. INTRODUCTION

1.1 FIFA

- (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 and supports and funds programmes that support social development through football.
- (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 FIFA's statutory key objectives.
- (iii) FIFA is the creator of all FIFA competitions, including the FIFA World Cup, and has ultimate authority over the manner in which all FIFA competitions, including the Competition, are staged and organised.
- (iv) FIFA is the sole owner of any and all commercial and other rights related to the Competition. FIFA retains the right to exclusively exploit any such rights directly or indirectly, in perpetuity, in any manner, without any restriction, and on a world-wide basis. FIFA retains all revenues derived from such exploitation, which represent FIFA's main source of income to fulfil its statutory tasks.
- (v) FIFA has invited its member associations to bid for the right to host and stage the Competition.

1.2 Member Association

The Member Association has formally expressed its interest to participate in the Bidding Process and has submitted a Bid with the objective to co-organise together with FIFA the Competition in the Host Country.

1.3 Bidding Process and Appointment

- (i) During the Bidding Process, as part of its Bid, each of the member associations participating in the Bidding Process, including the Member Association, was required to:
 - a) propose to FIFA for the hosting and staging of the Competition in the Host Country a certain number of host cities and stadiums for the use for the Competition;
 - b) propose to FIFA a certain number of locations for the hosting and staging of the Competition-related Events; and

- c) secure key infrastructural components, including airports located in, or close to, all such proposed Host Cities in the Host Country.
- (ii) The Bidding Process will be concluded by the decision of the FIFA Congress on the selection for the host country or host countries.
- (iii) In the event that the FIFA Congress selects the Member Association to co-organise together with FIFA the Competition in the Host Country, subsequent to the final selection of the host cities and stadiums, FIFA's decision on the locations to be used for the hosting and staging of the Competition-related Events as well as FIFA's decision on its integrated transport strategy and concept, FIFA will select the airports to be used in connection with the Competition.

1.4 2026 FWC Entity

- (i) FIFA will establish the 2026 FWC Entity in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.
- (ii) The legal form and ownership structure of the 2026 FWC Entity and its place of business will be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association.
- (iii) The contractual relationship between the Member Association and the 2026 FWC Entity and/or FIFA will be determined by FIFA and the Member Association subsequent to the selection of the Member Association for the Competition. In particular, such contractual relationship will ensure the:
 - a) operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity; and
 - b) fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition to the 2026 FWC Entity by third parties contracted owed to the Member Association, such as the Airport Authority pursuant to this Airport Agreement.

1.5 Joint Bid and Co-Hosting of Competition

- (i) In the event that the Member Association has formally expressed its interest to participate in the Bidding Process together with other member associations, the Member Association has submitted a Bid jointly with such other member associations. The irrevocable offer by the Airport Authority as established in this Airport Agreement formed part of the joint Bid submitted to FIFA.
- (ii) In the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, the following shall

apply:

- a) Clause 1.4. (i) above may not apply. FIFA will establish the 2026 FWC Entity in one of the host countries, not necessarily the Host Country, and a 2026 FWC Subsidiary in each of the respective other host countries in which the 2026 FWC Entity is not located, as the central entities for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA, the Member Association and the other member associations. At the date of the unilateral execution by the Airport Authority of this Airport Agreement, FIFA has not decided whether the 2026 FWC Entity or a 2026 FWC Subsidiary will be located in the Host Country;
 - b) the legal form and ownership structure of the 2026 FWC Entity and the 2026 FWC Subsidiaries, the countries and respective places of business where the 2026 FWC Entity and the 2026 FWC Subsidiaries are established shall be determined by FIFA, at its sole discretion, subsequent to the selection of the Member Association; and
 - c) the contractual relationship between the Member Association, the 2026 FWC Entity and the 2026 FWC Subsidiaries will be determined by FIFA and the Member Association subsequent to the selection of the Member Association. In particular, such contractual relationship will ensure:
 - the operational delivery of all tasks, activities and obligations of the Member Association in connection with the Competition through the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country); and
 - the fulfilment of any obligations, and operational delivery of tasks and activities in connection with the Competition owed to the 2026 FWC Entity (i.e. in case the 2026 FWC Entity is established in the Host Country) and/or the 2026 FWC Subsidiaries (i.e. in case a 2026 FWC Subsidiary is established in the Host Country) by third parties contracted to the Member Association, such as the Airport Authority pursuant to this Airport Agreement.
- (iii) Based on Clause 1.5 (ii) above, in the event that the Member Association has been selected by FIFA together with other member associations, unless explicitly otherwise stated in this Airport Agreement, all references to the "2026 FWC Entity" shall be read and understood as follows:
- a) with respect to the operational delivery of all tasks, activities and obligations as well as the entitlements of the Member Association as reference to "2026 FWC Entity or 2026 FWC Subsidiaries"; and
 - b) with respect to the fulfilment of any obligations, and operational delivery of tasks and activities by the Airport Authority as reference to "2026 FWC Entity and/or 2026 FWC Subsidiaries".

- (iv) In the event that the Member Association has been selected by FIFA together with other member associations, all references to the "Host Country" refer to the country where the Member Association is located. Whenever this Airport Agreement makes reference to the Host Country and the countries of the other member associations co-organising the Competition, it is explicitly stated in the respective Clause.

2. EFFECTIVENESS AND FULFILMENT OF AIRPORT AGREEMENT

2.1 Conclusion of Airport Agreement

- (i) As part of its requirements in the Bidding Process as described in Clause 1.3 (i) above, the Member Association has provided FIFA with this Airport Agreement unilaterally executed by the Airport Authority for use of the Airport in connection with the Competition. This Airport Agreement incorporates the information on Airport operations contained in Annexe 2.
- (ii) The Airport Authority agrees and acknowledges that:
- a) the unilateral execution of this Airport Agreement by the Airport Authority constitutes an irrevocable offer to the Member Association to be appointed as an Airport to be used in connection with the Competition and/or certain Competition-related Events on the terms and conditions as set out in this Airport Agreement; and
 - b) its irrevocable offer to the Member Association is legally binding and fully valid until one (1) month subsequent to the selection by FIFA of the host cities and stadiums and the Member Association is entitled to accept the offer of the Airport Authority at any time until such date.
- (iii) This Airport Agreement shall be concluded and come into full legal effect for both parties as and when the Member Association accepts the offer by the Airport Authority by providing the Airport Authority with a countersigned version of this Airport Agreement. The acceptance by the Member Association is regardless of any potential specifications and/or modifications pursuant to Clause 2.2.2 below and/or the adaptations of the scope of this Airport Agreement pursuant to Clause 2.2.3 below.

2.2 Content of Airport Agreement

2.2.1 General Principles

- (i) This Airport Agreement contains the obligations of the Airport Authority to be fulfilled by the Airport Authority with regard to all tasks, activities and sub-projects that are to be delivered by the Airport Authority in connection with the Competition during the entire Airport Operational Period unless otherwise determined by the Member Association and/or FIFA in relation to specific

obligations of the Airport Authority under this Airport Agreement.

- (ii) In principle, in relation to the use of the Airport for the Competition, this Airport Agreement shall be fully effective and applicable in its entirety without any adaptation of its scope.

2.2.2 Specification and Modifications

- (i) Notwithstanding the general principle set out in Clause 2.2.1 (i) above, the Airport Authority agrees and acknowledges that:
 - a) its obligations as set out in this Airport Agreement are based on the standards and concepts foreseen by FIFA at the time of the Bidding Process and some of its obligations may only be specified by the Member Association and/or FIFA at a later stage;
 - b) its obligations as set out in this Airport Agreement are based on the envisaged operational set-up and the allocation of roles and responsibilities of the Member Association, FIFA, the 2026 FWC Entity and other involved parties at the time of the Bidding Process and such operational set-up and/or the allocation of roles and responsibilities may be modified by FIFA at a later stage; and
 - c) this Airport Agreement therefore does not contain a complete, detailed and final description of the obligations of the Airport Authority and not necessarily the final operational set-up and allocation of roles and responsibilities.
- (ii) Taking into account Clause 2.2.2 (i) above, the Airport Authority agrees and acknowledges that, throughout the term of this Airport Agreement, FIFA has the right to make:
 - a) detailed specifications and/or modifications of the obligations of the Airport Authority; and/or
 - b) modifications of the operational set-up and/or the allocation of roles and responsibilities.

In any such case, the Member Association, FIFA and the Airport Authority shall jointly and in good faith discuss and agree potential solutions on how to reasonably minimise any substantial adverse effect on the Airport Authority and, at the same time, best-possibly implement any such specifications and/or modifications. Subject to Clause 12.13 below, the Airport Authority undertakes to fully comply, and ensures that any third party involved in the fulfilment of the respective obligation complies, with, and implements, any such specification and/or modification in such manner as agreed between the parties.

- (iii) For the avoidance of doubt, the Airport Authority agrees and acknowledges that any determination by the Member Association and/or FIFA of the Airport Operational Period in relation to specific obligations of the Airport Authority under

this Airport Agreement shall not represent a specification or modification pursuant to this Clause 2.2.2.

2.2.3 Adaptation of Scope of Airport Agreement

- (i) The full scope of this Airport Agreement is based on the assumption that the Airport is connected to a host city of the Competition.
- (ii) Notwithstanding of the general principle set out in Clause 2.2.1 (ii) above, the scope of this Airport Agreement may be adapted by the Member Association depending on how FIFA decides to use the Airport in connection with the Competition. With this respect, FIFA may select the Airport for the Event Transport as an integrated part of the general mobility concept for the Competition to be officially used as:
 - a) transport infrastructure component related to the Host City;
 - b) general transport infrastructure component unrelated to the Host City; and/or
 - c) transport infrastructure component for either the Preliminary Draw, the Final Draw, the Team Workshop, the FIFA Congress and/or any other Competition-related Event.
- (iii) The Airport Authority agrees and acknowledges that FIFA, on the basis of its Event Transport and general mobility concept for the Competition, may decide to adapt the scope of this Airport Agreement in the event that:
 - a) the Airport will only be used for certain persons or entities connected with the Competition;
 - b) due to the size or function of the Airport not all facilities or services are available or required for the Competition;
 - c) FIFA decides not to use all facilities or services available at the Airport; and/or
 - d) additional FIFA competitions are awarded to the Member Association as operational test(s) for the Competition, such as parts of the preliminary competition of the FIFA World Cup.
- (iv) The Member Association or FIFA shall inform the Airport Authority in writing about FIFA's decision on how to use the Airport and the adaptation of the scope of this Airport Agreement required on the basis of FIFA's decision.
- (v) In case of an adaptation of the scope of this Airport Agreement pursuant to Clause 2.2.3 (iii) above, the Airport Authority, the Member Association and FIFA shall, in good faith, discuss and determine the necessary implementation of the adaptations with respect to the content and scope of the services, spaces, facilities and further operational support to be provided by the Airport Authority pursuant

to Clause 4 to 7 below.

- (vi) For the avoidance of doubt, the Airport Authority agrees and acknowledges that any determination by the Member Association and/or FIFA of the Airport Operational Period in relation to specific obligations of the Airport Authority under this Airport Agreement shall not represent an adaptation of the scope of this Airport Agreement pursuant to this Clause 2.2.3.
- (vii) Notwithstanding the potential adaptations pursuant to Clause 2.2.3 (iii) above, the terms and conditions of Clause 1 above, this Clause 2 as well as Clause 3 and Clauses 8 to 11 below shall always apply without any adaptation regardless of the use of the Airport.

2.3 Early Termination of Airport Agreement

In the event that FIFA decides to not use the Airport for the Competition as one of the transport infrastructure components as described in Clause 2.2.3 (ii) a) to c) above, the Member Association shall, by written notice, have the right for an early termination with immediate effect of this Airport Agreement. The Member Association may exercise such early termination right by no later than one (1) month subsequent to the selection by FIFA of the host cities and stadiums.

2.4 Fulfilment of Airport Agreement

- (i) The Member Association shall inform the Airport Authority in writing about the final operational set-up pursuant to Clause 1.4 (iii) above and the modalities and specifications with respect to the fulfilment of any obligations under this Airport Agreement.
- (ii) With respect to the integration of this Airport Agreement in the final operational set-up for, and the delivery of, the Competition, the Airport Authority agrees and acknowledges that:
 - a) any obligations of the Member Association under this Airport Agreement may be fulfilled by the 2026 FWC Entity on behalf of the Member Association; and
 - b) the Member Association may request the Airport Authority to fulfil any of its obligations to the 2026 FWC Entity under this Airport Agreement.

In such cases, the 2026 FWC Entity shall not be deemed jointly and severally liable to the Airport Authority under, or in connection with, this Airport Agreement.

- (iii) As an alternative to Clause 2.4 (ii) above, in order to integrate this Airport Agreement in the final operational set-up for, and the delivery of, the Competition, the Member Association is entitled to unconditionally transfer all its rights and obligations resulting from, or in connection with, this Airport Agreement to the 2026 FWC Entity. In such case, upon request by the Member Association, the Airport

Authority undertakes to unconditionally accept the assignment and assumption of all rights and obligations of the Member Association to the 2026 FWC Entity and agrees to execute any such documents as may be necessary to give effect to this provision.

- (iv) Dependent on the Member Association's decision pursuant to Clause 2.4 (ii) and (iii) above, unless explicitly otherwise stated in this Airport Agreement, with respect to the fulfilment of the obligations resulting from this Airport Agreement, all references to the "Member Association" may refer also to FIFA or the 2026 FWC Entity as applicable.
- (v) Regardless of the Member Association's decision to Clause 2.4 (ii) and (iii) above, the Airport Authority agrees and acknowledges that any rights and opportunities of the Member Association under this Airport Agreement may be exercised by the Member Association for the benefit of FIFA, any FIFA Subsidiary and/or any third party nominated by FIFA and/or the 2026 FWC Entity.

2.5

FIFA as Third Party Beneficiary

- (i) The parties agree and acknowledge that FIFA is a third party beneficiary under this Airport Agreement and, without prejudice to any other rights of FIFA, shall have the right to itself assume, and/or to appoint, at its sole discretion, any third party to assume, at any time, any rights and obligations in accordance with the terms and conditions of this Airport Agreement. In particular, the Airport Authority agrees and acknowledges that:
 - a) FIFA has the ultimate and sole authority to exercise any rights resulting for FIFA directly or as third party beneficiary and/or the Member Association from, or in connection with, this Airport Agreement; and
 - b) it shall not object to any exercise by FIFA of the rights resulting for FIFA from, or in connection with, this Airport Agreement.
- (ii) Irrespective of FIFA's role as third party beneficiary under this Airport Agreement, the parties agree and acknowledge that FIFA and the Member Association are not jointly and severally liable to the Airport Authority for the obligations of the Member Association and the exercise of any rights by the Member Association or FIFA as third party beneficiary under, or in connection with, this Airport Agreement. Therefore, the Airport Authority shall not have any claims or rights against FIFA in case of a violation of any obligations by the Member Association.
- (iii) For the avoidance of doubt, the Airport Authority agrees and acknowledges that any rights resulting for FIFA directly or as third party beneficiary from, or in connection with, this Airport Agreement, may also be exercised by the 2026 FWC Entity.

- (i) Depending on FIFA's decision regarding the use of the Airport and the Event Transport and general mobility concept for the Competition, the Airport will be used during the Airport Operational Period by:
 - a) individuals accredited by FIFA in connection with the Competition (such as Team Delegation members, the FIFA Delegation members, Referees, Media Representatives and/or persons affiliated to Commercial Affiliates or service providers) and further individuals connected with the Competition as nominated by FIFA (such as VIP/VVIP guests); and
 - b) members of the general public including fans and spectators visiting the Host Country in connection with the Competition.
- (ii) The specific circumstances arising from hosting and staging the Competition in the Host Country may not be fully accommodated by the ordinary day-to-day operations of the Airport: Therefore, this Airport Agreement focuses to address the specific requirements and needs of the individuals listed in Clause 3.1 (i) a) above as reflected in the Event Transport and general mobility concept for the Competition.
- (iii) Notwithstanding the specific requirements and needs as set out in this Airport Agreement, it is assumed that the Airport Authority continues its ordinary day-to-day operations and, in coordination with the Host City Authority (if applicable) and further local stakeholders, establishes specific measures and procedures to accommodate the enhanced traffic and expected increased use of the Airport by the members of the general public in connection with the Competition as set out in Clause 3 (i) b) above.

4. GENERAL OBLIGATIONS

4.1 Cooperation by Airport Authority

- (i) The Airport Authority shall closely cooperate with, and support, the Member Association, FIFA, the Host City Authority, the Government and other competent local, regional or national governmental authority of the Host Country (as applicable) in relation to the hosting and staging of the Competition in accordance with FIFA's requirements for the Competition, including the:
 - a) integration of the Airport operations and solutions in the strategies and concepts developed by FIFA or the Member Association for Event Transport and general mobility, safety and security as well as spectator services, all as described in further detail in this Airport Agreement;
 - b) support to the central coordination and planning of the Event Transport and general mobility, including close coordination with the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable), the Host City Authority and private stakeholders to

ensure the provision of their necessary support for the Event Transport and general mobility; and

- c) subject to Clause 12.13 below, the permission and facilitation of the installation of necessary information technology and communication infrastructure as well as facilities as required by the Member Association to access the Competition-related IT solution at the Airport.

- (ii) The Airport Authority agrees and acknowledges that the Government, the Host City Authority and/or other competent local, regional or national governmental authorities of the Host Country (as applicable), such as the competent air traffic control authorities, may take appropriate measures and/or enact specific regulations and/or ordinances relating to the Competition, including traffic and other restrictions to the airspace above the Stadium, the FIFA Fan Fests and other key areas of the Host City during the Competition (e.g. the prohibition of commercial signage and/or advertising in such airspace). In this regard, the Airport Authority shall closely cooperate with the Government, the Host City Authority and/or any other competent local, regional or national governmental authority of the Host Country (as applicable), such as the competent air traffic control authorities.

4.2 Airport Representative

By no later than three (3) months upon conclusion of this Airport Agreement or, if the Airport is only used for any Competition-related Event, by such date as agreed by the Airport Authority, the Member Association and FIFA, the Airport Authority shall appoint one (1) competent staff member serving as main contact person within the Airport Authority that shall properly communicate and report to the Member Association, FIFA and the Host City on any matters related to the fulfilment of the Airport Authority's obligations under this Airport Agreement.

4.3 Airport Operational Plan

By no later than two (2) years prior to the Opening Match or, if the Airport is only used for any Competition-related Event, by six (6) months prior to the respective Competition-related Event, the Airport Authority shall prepare and provide to the Member Association and/or FIFA a written operational plan on how to fulfil its obligations under this Airport Agreement (i.e. in the form as adapted pursuant to Clause 2.2.3 above and subject to Clause 12.13 below), including detailed information on the following:

- (i) the provision of Airport facilities pursuant to Clause 5 below;
- (ii) the provision of the Airport operations for the Competition pursuant to Clause 6 below, including provision of Team services pursuant Clause 6.7 below and provision of VIP/VVIP services pursuant to Clause 6.8 below;
- (iii) the implementation of Airport signage, Outdoor Media and Airport dressing matters pursuant to Clause 7 below;

- (iv) compliance with the provisions concerning human rights and labour standards described in Clause 12 below; and
- (v) the overall timeline, allocation of responsibilities and other relevant project management matters related to the Airport Authority's obligations.

In case of any construction and or modernisation measures planned by the Airport Authority in order to ensure the operation of the Airport during the Airport Operational Period in line with the information pursuant to Annexe 2, the Airport Authority shall regularly provide the Member Association and/or FIFA in writing with the relevant information on the status and progress of such measures.

4.4 Third Party Involvement

The Airport operations and therefore also the fulfilment of the Airport Authority's obligations under this Airport Agreement may require the involvement and support of various third parties aside of the Airport Authority, such as the Government, the Host City Authority, other competent local, regional or national governmental authorities of the Host Country, such as the competent air traffic control authorities, customs, immigration and security authorities, airlines, ground handling companies as well as contractors and/or service providers of the Airport Authority. In any case of third party involvement, the Airport Authority shall seek to secure such involvement and support from the relevant third party to ensure full compliance with this Airport Agreement.

5. FACILITIES

5.1 Operational Facilities

During the Airport Operational Period, subject to Clause 12.13 below, the Airport Authority shall provide the following facilities in the Airport for the exclusive use for the Competition:

- (i) Welcome Desks: if requested by the Member Association and/or FIFA, up to four (4) pre-defined, well-located and visible areas in each terminal of the Airport, one (1) located in the baggage reclaim area (air side) and another one (1) located close to the exit of the relevant terminal (land side), where FIFA (and/or FIFA's nominee) will be allowed to set-up and operate official welcome desks (including backdrops) to meet and assist the individuals listed in Clause 3 (i) a) above. Any directional and other signage as well as dressing in connection with the welcome desks will be planned, installed, maintained and dismantled by FIFA. With respect to such signage, Clause 7.1 below applies accordingly;
- (ii) Main Office: if requested by the Member Association and/or FIFA, an office of approximately forty square meters (40 m²) in close proximity to the FIFA welcome desk located close to the exit of the main terminal of the Airport (land side) with easy access to air side areas and facilities;

- (iii) Common Room: if requested by the Member Association and/or FIFA, a room of approximately sixty square meters (60 m²) in close proximity to the FIFA welcome desk located close to the exit of the main terminal of the Airport (land side) for use by drivers, Volunteers and other people designated by FIFA. Such common room shall be equipped with comfortable seating, a television set and lockers. FIFA shall be entitled to install a beverage refrigerator and to provide beverages to such staff without any corkage or similar fees.

Depending on the facilities available and the location of the common room, the common room may integrate the main office pursuant to Clause 5.1 (ii) above; and

- (iv) Ticket Collection Points: if requested by the Member Association and/or FIFA, one (1) pre-defined, well-located and visible area that is accessible to disabled people and people with limited mobility located close to the exit of the main or other terminals (land side) with sufficient back office and storage space where FIFA (and/or FIFA's nominee) will be allowed to set-up and operate one or more official Ticket collection points to assist fans arriving for the Competition, including the availability of any utilities to operate such Ticket collection points (such as power, waste management, telephone/ internet access). In the event the Airport is connected to a Host City, it is foreseen to operate such Ticket collection points as of seven (7) days prior to the Opening Match staged in the Host City until the day of the last Match staged in the Host City or such earlier date as determined by the Member Association and/or FIFA.

The Member Association will ensure that the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable) are responsible for the safety and security for the Ticket collection points. The Airport Authority, the Member Association and FIFA shall closely coordinate such security measures and operations and the Airport Authority shall support the relevant entities to obtain the necessary permissions to conduct such security measures and operations at the Airport.

Any directional and other signage as well as dressing in connection with the Ticket collection points will be planned, installed, maintained and dismantled by FIFA. With respect to such signage, Clause 7.1 below applies accordingly.

5.2

Retail Facilities

- (i) If requested by the Member Association and/or FIFA, the Airport Authority shall, subject to Clause 12.13 below, provide two (2) pre-defined, well-located (i.e. in the best available location in the main passenger flow) and visible areas of approximately two hundred square meters (200 m²) that are accessible to disabled people and people with limited mobility, one (1) to be located in the arrival area and one (1) in the departure area of the Airport where FIFA (and/or FIFA's nominee) will be allowed to set-up and operate an official retail outlet for official Competition-related merchandise and other products, including the availability of any utilities to operate such retail outlet (such as power, waste management, telephone/internet access).

- (ii) The terms and conditions for the provision, use and operation of such area and utilities shall be subject to a separate agreement between FIFA (or FIFA's nominee) and the Airport Authority, it being understood that the:
- a) rental fees for the use and operation of such retail outlet shall not exceed prevailing market prices regularly charged by the Airport Authority for similar operations at the Airport;
 - b) communication and promotion of such retail outlet by the Airport Authority shall be conducted in such manner as agreed between FIFA (or FIFA's nominee) and the Airport Authority. In particular, each and every use of the Competition Marks as part of any such communication or promotion of the retail outlet shall be subject to FIFA's prior written approval;
 - c) period of use of such area by FIFA (or FIFA's nominee) shall commence six (6) months prior to the Opening Match and shall conclude one (1) month after the Final Match (comprising the entire Airport Operational Period) and
 - d) the separate agreement shall be concluded in full compliance with all applicable international, supra-national, national, state, local, and municipal laws, regulations and decrees.

6. AIRPORT OPERATIONS

6.1 General Obligation

- (i) Subject to Clause 12.13 below, the Airport Authority shall, on Match Days and generally throughout the Airport Operational Period, adapt its operational processes and implement special measures in relation to the operating hours, Airport capacity, customs and immigration services (if applicable), transport and parking, access and security measures, accessibility, Team services as well as VIP/VVIP services as described in Clauses 6.2 to 6.9 below.
- (ii) In particular, subject to Clause 12.13 below, the Airport Authority shall seek to ensure that the Airport operations during the Airport Operational Period are conducted in a manner meeting the operational requirements of FIFA and/or the Member Association in order to implement the Event Transport and general mobility concept for the Competition and to accommodate the use of the Airport by the individuals listed in Clause 3 (i) a) above.
- (iii) The Airport Authority represents and warrants that the information on Airport operations contained in Annexe 2 is accurate and undertakes to implement the necessary measures to ensure that the Airport will be available for use in connection with the Competition in compliance with such representation and warranties in good time prior to the start of the Competition.
- (iv) It is furthermore assumed that the Airport Authority may adopt its operations and

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provide additional passenger facilities and services to accommodate the enhanced traffic and expected increased use of the Airport by the members of the general public in connection with the Competition, including if necessary, additional temporary facilities and services for spectators travelling to and from the Competition.

6.2 Operating Hours

- (i) Subject to Clause 12.13 below, the Airport Authority shall ensure that on the day immediately preceding any Match Day, on any Match Day and on the day immediately following any Match Day, the Airport is open and fully operational during its regular operational hours and at such additional times as may be agreed between the parties in good faith in order to best possibly accommodate the operational requirements of FIFA and the Member Association in relation to the individuals listed in Clause 3 (i) a) above.
- (ii) It is furthermore assumed that the Airport Authority may adopt its operating hours to accommodate the enhanced traffic and expected increased use of the Airport by the members of the general public in connection with the Competition.

6.3 Capacities

6.3.1 Passenger Capacities

- (i) Subject to Clause 12.13 below, the Airport Authority ensures that the Airport passenger capacities described in Annexe 2 are available during the entire Airport Operational Period.
- (ii) Subject to Clause 12.13 below, the Airport Authority agrees that the Competition-related passenger capacity requirements will be calculated on the basis of the size of the Stadium, the expected number of persons arriving at, and departing from, the Airport in connection with a Match, the stage of the Competition and requirements arising from the general mobility plan, including the availability of land transport facilities and accommodation in the Host City. Should the number of individuals expected to use the Airport exceed the available Airport passenger capacity in connection with a Match or for any further reason in connection with the Competition:
 - a) the Airport Authority together with the Member Association and FIFA shall use best efforts to increase the overall Airport passenger capacity in relation to such Match, including to liaise with the relevant airlines and the competent air traffic authorities;
 - b) the Airport Authority shall use best efforts to adapt its operational processes and implement special measures in connection with such Match; and/or
 - c) the Airport Authority, the Member Association and FIFA shall, in good faith, elaborate alternative solutions in connection with such Match to further

mitigate adverse operational effects resulting from such shortfall and best possibly serving the operational needs of the Competition.

6.3.2 Take-off and Landing Slots

- (i) Subject to Clause 12.13 below, the Airport Authority shall use best efforts to ensure that, during the Airport Operational Period, there are sufficient take-off and landing slots available at the Airport for the necessary number of scheduled and additional charter flights as well as a sufficient number of parking positions for such aircrafts.
- (ii) If requested by the Member Association and/or FIFA, subject to Clause 12.13 below, the Airport Authority shall use best efforts to obtain additional take-off and landing slots outside of the regular operational hours of the Airport (e.g. night time slots), in particular to allow late-night and early-morning arrivals and departures to accommodate Match kick-off and conclusion times in the Host City and to enable spectators to arrive at, and depart from, the Airport with maximum flexibility.
- (iii) In this regard, the Airport Authority shall provide the Member Association and/or FIFA with all relevant information on the additional take-off and landing slots to be obtained by the Airport Authority.

6.3.3 Match Day Facilities and Services

- (i) On Match Days, subject to Clause 12.13 below, the Airport Authority shall provide facilities and services, including a sufficient number of take-off and landing slots as well as corresponding parking positions and arrival and departure services integrated in the regular Airport operations, for aircrafts (including charter flights and private jets) using the Airport in connection with the Competition as follows:
 - a) on a priority level for flights of the Team Delegation members, the FIFA President, the FIFA Secretary General and further VIP/VVIP guests as well as additional, Match-related charter flights of spectators; and
 - b) on an enhanced level for flights of FIFA Delegation members, persons affiliated to Commercial Affiliates, service providers and fans and spectators visiting the Host Country.
- (ii) The costs charged by the Airport Authority for the facilities and services provided pursuant to Clause 6.3.3 (i) above shall not exceed the prevailing prices regularly charged by the Airport Authority for such services and facilities.

6.4 Fast Lane Procedures

- (i) Subject to Clause 12.13 below, the Airport Authority shall provide the necessary space and infrastructure at the Airport throughout the Airport Operational Period to implement a dedicated "fast lane access and procedures" system through the customs, immigration and security controls for all individuals listed in Clause 3 (i)

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a) above, including the provision and installation of appropriate signage.

- (ii) The Airport Authority shall closely coordinate with, and support, the competent customs, immigration, security authorities and other relevant third parties, as necessary to implement a dedicated "fast lane access and procedures" system at the Airport for all individuals listed in Clause 3 (i) a) above throughout the Airport Operational Period.

6.5 Transport and Parking

6.5.1 Transport Operations

Throughout the Airport Operational Period, subject to Clause 12.13 below, the Airport Authority shall support efficient, safe and facilitated transport operations to, from and within the Airport for all individuals listed in Clause 3 (i) a) above pursuant to this Clause 6.5, including with respect to such as dedicated load zones, parking areas, access routes, car and bus staging permissions.

6.5.2 Load Zones

- (i) Throughout the Airport Operational Period, in particular in connection with the Matches staged in the Host City, subject to Clause 6.5.2 (ii) below and Clause 12.13 below, the Airport Authority shall provide dedicated load zones:
- a) for FIFA Delegation members, Team Delegation members and other individuals determined by FIFA in a secure area as close as possible to the entrance/exit of the terminals and in close proximity of the welcome desks used for the transport in connection with the Competition;
 - b) for VIP/VVIP guests and Referees, in a dedicated, secure area directly outside of the entrance/exit of the terminals used for the transport of VIP/VVIP guests and Referees in connection with the Competition; and
 - c) for buses used by groups determined by FIFA and/or the Member Association, in an area near the terminals used for the transport in connection with the Competition.
- (ii) The size and exact location of the load zones shall, in good faith, be discussed and determined by mutual agreement of the Member Association, FIFA and the Airport Authority, it being understood that it is expected that FIFA will require per terminal a load zone for approximately eight (8) cars and two (2) buses in the normal load zone and eight (8) cars in the load zone for VIPs/VVIPs. In cases of exceptional demand, it is expected that FIFA will require an additional load zone for up to six (6) buses per terminal.
- (iii) Any directional and other signage in connection with the load zones will, subject to Clause 12.13 below, be planned, installed, maintained and dismantled by FIFA. With respect to such signage, Clause 7.1 below applies accordingly.

6.5.3 Parking Facilities

Throughout the Airport Operational Period, in particular in connection with the Matches staged in the Host City, subject to Clause 12.13 below, the Airport Authority shall allocate for the exclusive use of FIFA and the Member Association forty (40) parking spaces for cars and ten (10) parking spaces for buses at a location in the close vicinity of the main exit of each terminal at the Airport.

Subject to Clause 12.13 below, the Airport Authority shall make adequate security arrangements to ensure that all parking facilities are safe and secure throughout the Airport Operational Period.

6.5.4 Staging Areas for Cars and Buses

Throughout the Airport Operational Period, in particular in connection with the Matches staged in the Host City, subject to Clause 12.13 below, the Airport Authority shall allocate for the exclusive use of FIFA and the Member Association sufficient temporary staging areas for cars and buses, taking into account the number of load zones as referred to in Clause 6.5.2 above.

6.5.5 Car Park Access

Subject to Clause 12.13 below, the Airport Authority shall provide FIFA and the Member Association with a sufficient number of access devices, such as key card or magnetic card, to use of the parking facilities and the staging areas referred to in Clauses 6.5.3 and 6.5.4 above free of any charge, including a limited number of parking facilities for disabled people and people with limited mobility.

6.6 Access and Security

6.6.1 General Cooperation

- (i) A comprehensive safety and security strategy and concept for the Competition will be developed and implemented in close cooperation by FIFA, the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable). Such safety and security strategy and concept comprises specific security measures foreseen to ensure safety and security at all airports in the Host Country used for the Competition, including the Airport.
- (ii) With respect to planning and implementation of such safety and security concept, the Airport Authority shall
 - a) closely cooperate with, and support the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable) as well as FIFA; and
 - b) subject to Clause 12.13 below, take all necessary and suitable measures to implement the aspects of such safety and security concept which are relevant for the Airport, including setting-up and installing any temporary

facilities, to ensure separation of the supporters (if required by the competent authorities).

6.6.2 Access to Secured Areas

- (i) Subject to Clause 12.13 below, the Airport Authority shall provide the necessary access to the Member Association's and FIFA's personnel, Volunteers and other staff working at the Airport as reasonably nominated by FIFA and/or the Member Association, including access to the baggage reclaim area, the gates and other air side areas and facilities:
 - a) for adequate training purposes prior to and during the Airport Operational Period; and
 - b) to carry out their Competition-related duties during the Airport Operational Period.
- (ii) In order to facilitate access as described in Clause 6.6.2 (i) above, subject to Clause 12.13 below, the Airport Authority shall provide such individuals with all necessary temporary security passes and/or access devices.
- (iii) Subject to Clause 12.13 below, the Airport Authority shall provide the Member Association with a sufficient number of communication devices (i.e. such tools to communicate to the relevant Airport Authority's responsible personnel), enabling the Member Association's and FIFA's personnel, Volunteers and other staff working at the Airport to properly communicate with the relevant staff of the Airport Authority.
- (iv) The Airport Authority agrees and acknowledges that the Member Association's and FIFA's personnel, Volunteers and other staff working at the Airport may be subject to the Airport security procedures (with preferential lanes as for any other airport staff) and checks and shall fully support any such procedures and checks if requested by the Airport Authority.

6.7 Accessibility

- (i) Throughout the Airport Operational Period, the Airport Authority shall seek to ensure that sufficient support services are available to cater for a potential increase in number of disabled people and people with limited mobility.
- (ii) In full compliance with the relevant local laws, the Airport Authority shall ensure that the Airport is equally accessible to everyone, including wheelchair users, other disabled people and people with limited mobility in connection with all aspects of its activities relating to this Airport Agreement and the Competition, in particular in relation to any load zones, temporary facilities and other operational measures or procedures installed or set up for the Competition during the Airport Operational Period.

6.8 Team Services

6.8.1 Welcome Ceremony

- (i) The Airport Authority agrees and acknowledges that a welcome ceremony for each Team upon its first arrival in the Host Country for the purpose of its participation in the Competition will be held.
- (ii) In the event that a Team first arrives at the Airport, upon request by the Member Association and/or FIFA, subject to Clause 12.13 below, the Airport Authority shall closely coordinate with, and support, the Member Association and FIFA with respect to the organisation and holding of such welcome ceremony, including to:
 - a) provide access for any Member Association's and FIFA's personnel, Volunteers and other staff involved in the welcome ceremony to secured areas pursuant to Clause 6.6.2 above;
 - b) organise and support protocol procedures as determined by FIFA, such as red carpet and protocol flags; and
 - c) organise and take specific measures to accommodate high interest from Media Representatives, including to provide special access to air side areas and facilities in respect of Team arrivals for or limited number of people at indicated times of team arrivals.

6.8.2 Special Team Procedures

(i) Introduction

Due to the high interest by the general public and Media Representatives in the movement of Teams in the Host Country and/or, in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition, in between the selected host countries, during the Competition and the high security standards to be applied in connection with the Teams, special procedures need to be developed and applied in connection with any Team arrival and departure at the Airport.

(ii) Access for Team Bus

Subject to Clause 12.13 below, the Airport Authority shall ensure, in close coordination with police, security and immigration authorities, that the Team buses and/or, further Team vehicles have direct access to the air side area in order to pick-up and/or drop-off the members of the Team Delegation as well as to load and unload their luggage.

(iii) Dedicated Load Zones

Subject to Clause 12.13 below, the Airport Authority shall ensure secure access to segregated load zone on air side, which shall be located in close proximity to the

holding area or the aircraft and have a minimum capacity for one (1) bus and six (6) cars.

(iv) Holding areas

Subject to Clause 12.13 below, the Airport Authority shall provide a dedicated holding area in close vicinity of the load zone for Teams arriving at, or departing from, the Airport. Such holding area shall be comfortably equipped with seating possibilities and the Airport Authority shall ensure that a minimum level of catering services are provided to the Teams. The Member Association shall be entitled to install a beverage refrigerator and to provide beverages to the Teams without any corkage or similar fees.

(v) Special Immigration, Customs and Security procedures

In cooperation with the competent customs, immigration and security authorities, subject to Clause 12.13 below, the Airport Authority shall develop and apply segregated, special immigration, customs and security procedures for the Team Delegation and its luggage, such as pre-clearance of individuals and baggage prior to the arrival at the Airport or exclusive baggage reclaim procedures.

6.9 VIP/VVIP Services

6.9.1 Introduction

Due to the enhanced security standards and special protocol procedures to be applied for VIPs and VVIPs in connection with the Competition, special procedures need to be developed and applied in respect to their arrival and departure at the Airport. VIP's and VVIPs include high ranked personalities, celebrities and dignitaries as well as individuals designated by FIFA and/or the Member Association, in particular the FIFA President, the members of the FIFA Council, the FIFA Secretary General as well as the Presidents and Secretary Generals of the six (6) FIFA Confederations.

6.9.2 Load Zones

In addition to the load zones described in Clause 6.5.2 above, upon request by FIFA and subject to the approval by the competent authorities, subject to Clause 12.13 below, the Airport Authority shall ensure that dedicated load zones to provide pick-up and drop-off services for VIPs and VVIPs designated by FIFA and/or the Member Association.

6.9.3 Special Immigration, Customs and Security Procedures

In cooperation with competent customs, immigration and security authorities, subject to Clause 12.13 below, the Airport Authority shall apply and, to the extent necessary, develop special immigration, customs and security procedures for VIPs and VVIPs and their luggage, such as exclusive baggage reclaim procedures.

6.9.4 VIP/VVIP Lounge

The Airport Authority shall, subject to Clause 12.13 below, establish and service an Airport lounge for VIPs and VVIPs during the Airport Operational Period and shall provide adequate catering and hospitality services. Furthermore, the Airport Authority shall permit the set-up of a dedicated VIP/VVIP transport desk within such lounge.

7. SIGNAGE, OUTDOOR MEDIA AND DRESSING

7.1 Airport Signage

In order to facilitate the movement of the individuals listed in Clause 3 (i) a) above, of Volunteers and other working staff present at the Airport as well as spectators arriving at, or departing from, the Airport, subject to Clause 12.13 below, the Airport Authority shall:

- (i) permit the Member Association and/or FIFA, at their own cost, to install, maintain and dismantle;
- (ii) support the Member Association and FIFA in the planning, installing, maintaining and dismantling of; and
- (iii) provide the Member Association and/or FIFA with the necessary spaces and facilities at the Airport to install

specific Competition-related directional or other signage anywhere in the relevant areas of the Airport, including at the load zones as well as at parking facilities, during the entire Airport Operational Period. Such signage may include recognition of the Host City, the Host Country or all host countries (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition) and the Commercial Affiliates.

7.2 Outdoor Media and Airport Dressing

7.2.1 Introduction

- (i) The airports used in the Host Country, including the Airport, often are the first point of contact for spectators entering the Host Country and the Host City and therefore play an important role in creating a festive atmosphere in connection with the Competition and the Competition-related Events. Such festive atmosphere may be fostered through a comprehensive, high level Competition-related dressing concept developed by the Member Association and using further facilities available at the Airport during the Airport Operational Period. For such purpose, subject to Clause 12.13 below, facilities and decoration spaces available at the Airport shall be used to establish a dedicated Airport dressing concept developed by the Member Association and/or FIFA in relation to the Competition for the branding and decoration of the Airport.

- (ii) The festive atmosphere may be fostered through specified marketing activities by Commercial Affiliates using Outdoor Media and commercial activation spaces at the Airport to communicate their official association with the Competition.

Outdoor Media and commercial activation spaces at the Airport represent also a commercial opportunity for the Airport Authority in connection with the Competition or a Competition-related Event hosted in the Host City. In this regard, bearing in mind that the successful staging of the Competition is only made possible by the significant financial investment made by the Commercial Affiliates, in the commercial exploitation of its Outdoor Media and commercial activation spaces, subject to Clause 12.13 below, the Airport Authority is requested to offer FIFA and the Commercial Affiliates a first right to acquire such Outdoor Media as described in Clause 7.2.2 below.

- (iii) In order to prevent any third parties from gaining any form of unauthorized association with the Competition (i.e. Ambush Marketing), the level and scope of the Competition-related dressing at the Airport depends on the level of engagement by the Commercial Affiliates. As a consequence thereof, the Airport Authority, supported by the Member Association and FIFA, shall endeavour to achieve the best possible engagement by the Commercial Affiliates with the aim not to foil the Competition-related dressing concept.

7.2.2 Outdoor Media

- (i) Subject to Clause 12.13 below, the Airport Authority grants, and shall ensure that any third party appointed by the Airport Authority grants, to FIFA for the period commencing one (1) month prior to the Opening Match or the start of a Competition-related Event hosted in the Host City until one (1) week after the Final Match a first right to acquire at prevailing market prices all Outdoor Media and commercial activation spaces controlled by the Airport Authority at the Airport and in any areas in the vicinity of the Airport (including parking areas and access routes).
- (ii) FIFA, at its sole discretion, shall be entitled to assign and transfer to the Commercial Affiliates such first right and shall notify the Airport Authority accordingly.
- (iii) The Airport Authority and FIFA shall, in good faith, discuss and determine the necessary details for the content, scope and exercise of such first right. In any event, FIFA and/or the Commercial Affiliates to which FIFA grants such preferential right subsequent to the execution of this Airport Agreement, shall be entitled to exercise such first right from two (2) years prior to the start of the Competition but in any event no later than eight (8) months prior to the Competition.
- (iv) This Clause 7.2.2 shall also apply in relation to Competition-related Events hosted in the Host City, in which case, subject to Clause 12.13 below, FIFA shall have the first right to acquire at prevailing market prices all Outdoor Media and commercial activation spaces which can be used for promotional purposes at the Airport for a period from one (1) week before the relevant Competition-related Event until forty

eight (48) hours after such Competition-related Event.

7.2.3 Airport Dressing

- (i) Subject to Clause 12.13 below, the Airport Authority, the Member Association and FIFA shall, in good faith, discuss and develop a dedicated, Competition-related Airport dressing concept in relation to the Competition and a Competition-related Event hosted in the Host City for the branding and decoration of further facilities and decoration spaces available at the Airport aiming to welcome visitors and create a festive atmosphere during the Airport Operational Period.
- (ii) Subject to Clause 12.13 below, the Airport Authority shall, at no costs for the Airport Authority, be entitled to have its name or logo incorporated, or a reference to the Airport in certain of the Airport dressing material displayed at the Airport in such manner and at such scope as solely determined by FIFA, provided that FIFA decides to develop such Airport dressing material pursuant to Clause 7.2.3 (iii) below.

In principle, the reference to the Airport will be in English language. However, the Airport Authority shall inform the Member Association and/or FIFA of any language/dialect in which it may wish the Airport name to appear on any such Airport dressing material. FIFA shall review such request in good faith, with no obligation to use the local language/dialect version, in particular in view of a consistent approach across all host cities.

- (iii) The Airport Authority agrees and acknowledges, that FIFA shall be responsible for the:
 - a) development of the overall strategy for the Competition-related Airport dressing and is entitled to define, at its discretion, the design and content of any such Competition-related Airport dressing material in order to maintain consistency with the overall look and feel of the official design of the Competition as developed by FIFA;
 - b) development of the design of any Competition-related Airport dressing material, which may include recognition of the Host City, the Host Country or all host countries (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition) and the Commercial Affiliates in such manner as determined by FIFA; and
 - c) identification, together with the Airport Authority and the Member Association, of such further facilities and decoration spaces which may be used for the Competition-related Airport dressing.
- (iv) The Member Association shall be responsible for the production, delivery, installation, maintenance and dismantling of any Competition-related Airport dressing material, such as banners, flags, posters and other dressing material.
- (v) Subject to Clause 12.13 below, the Airport Authority shall:

- a) support the Member Association and FIFA in relation to the development, planning and implementation of the Competition-related Airport dressing;
 - b) provide to Member Association and/or FIFA, free of any charge, the further existing facilities and decoration spaces at the Airport used for the Competition-related Airport dressing, which may include facilities and decoration spaces controlled by third parties in which case the Airport Authority shall be requested to procure such facilities and decoration spaces for the Airport Operational Period;
 - c) legally assess and inform the Member Association and/or FIFA of any legal regulations or restrictions that may exist at the Airport in relation to the implementation of the Competition-related Airport dressing; and
 - d) issue or obtain, respectively support the Member Association and/or FIFA to obtain from the competent authority, any necessary permits for the installation of the Competition-related Airport dressing material.
- (vi) The Airport Authority agrees that, in order to prevent any third parties from gaining any form of unauthorised association with the Competition:
- a) the level and scope of the Competition-related Airport dressing depends on the level at which, and the locations where, the Commercial Affiliates have acquired Outdoor Media and commercial activation spaces at the Airport during the Airport Operational Period; and
 - b) FIFA and the Member Association shall have the right to unilaterally reduce or otherwise modify the Competition-related Airport dressing, in particular to decide the manner in which the Competition Marks are displayed at the Airport.

8. BRAND PROTECTION

- (i) The Airport Authority agrees and acknowledges that FIFA will develop and manage a Brand Protection Programme for the protection and enforcement of all Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition, which includes
 - a) the protection of all registered and unregistered Intellectual Property Rights belonging to FIFA, including the Competition Marks;
 - b) the prevention, surveillance and enforcement against infringements of the Media Rights, Marketing Rights, Intellectual Property Rights and all other commercial rights in relation to the Competition; and
 - c) the creation and development of an on-site strategy to protect the Competition in the Host Country and each host city, in coordination with the

Member Association and with other relevant national and local authorities.

- (ii) The Airport Authority shall not conduct any Ambush Marketing activities itself, and shall refrain from authorising, or in any other manner permitting, or enabling any unauthorised third party to create, in FIFA's opinion, any association with FIFA, the Member Association or the Competition.
- (iii) The Airport Authority shall cooperate with, and support, FIFA in preventing, or ceasing, at the Airport any offer or sale of counterfeit goods in relation to the Competition.
- (iv) In the event of any infringement of Media Rights, Marketing Rights, Intellectual Property Rights or other commercial rights in relation to the Competition at the Airport, the Airport Authority shall actively cooperate with, and support, FIFA and the Member Association in order to cease any ongoing, and prevent any future, Ambush Marketing or further infringements of FIFA's rights in relation to the Competition.

9. COMPETITION MARKS

9.1 Ownership of Competition Marks

- (i) The Airport Authority agrees and acknowledges that FIFA is the sole owner of all Competition Marks as well as the FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, the Competition or Competition-related Events, and that all rights and goodwill in, and in relation to, the Competition Marks, the FIFA Marks and such other marks shall remain vested in FIFA both during and after the term of this Airport Agreement.
- (ii) Any and all goodwill arising from the use by the Airport Authority of the Competition Marks will inure to the benefit of FIFA.

9.2 No Right of Association

- (i) Except as part of the Airport dressing material referred to in Clause 7.2.3 above, the Airport Authority shall not use any of the Competition Marks or any designations promoting or communicating the Airport's involvement in the Competition.
- (ii) The Airport Authority shall not promote or communicate its involvement in the Competition, including on its website, or otherwise associate itself with the Competition.

9.3 No Creation or Use of Other Marks

The Airport Authority shall not adopt, create and/or use

- (i) any trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the Member Association or the Competition, including any Competition-related Events during the term of this Airport Agreement;
- (ii) any registered or unregistered trademarks owned by FIFA, including any Competition Marks or FIFA Marks; and/or
- (iii) any term or symbol which is confusingly similar to, a colourable imitation of, or is a derivation of, stylisation, which unfairly competes with, any Competition Marks or FIFA Marks.

In particular, the Airport Authority undertakes to refrain from the development, use or registration of any name, logo, trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA or the Competition, including the words "FIFA", "World Cup", "Coupe du Monde", "Mundial", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the Competition), or the development, use or registration of any such marks using dates in connection with the name of the Host Country or all host countries (in the event that the Member Association has been selected by FIFA together with other member associations to co-organise the Competition), any venue or host city or any similar indicia or derivation of such terms or dates in any language.

9.4 Protection of Competition Marks

9.4.1 No Oppositions or Challenges of Competition Marks

The Airport Authority agrees and acknowledges not to oppose or in any other way challenge by any means

- (i) any of the trademark or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks and the FIFA Marks; and/or
- (ii) FIFA's ownership of the Competition Marks and FIFA Marks and any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the Member Association or the Competition, including the Competition-related Events.

9.4.2 No Registrations of Competition Marks

The Airport Authority shall, at any time, refrain from applying for any copyright, trademark, patent protection or domain name registration in relation to the Competition

Marks and FIFA Marks as well as any other trademarks, designs, names, designations, symbols, identifying music or sounds, logos, mascots, emblems, trophies and other artistic or orthographic representations which refer to, or associate with, FIFA, the Member Association or the Competition, including the Competition-related Events, or assist any third party to do so.

9.4.3 No Third Party Association

The Airport Authority shall not have any trade name, logo or any other mark denoting or identifying any third party or any third party's product or service affixed to any material or Premiums bearing any of the Competition Marks.

10. HUMAN RIGHTS AND LABOUR STANDARDS

10.1 General Principle

- (i) The hosting and staging of the FIFA World Cup creates a significant social, economic and environmental impact in the Host Country. Carefully balancing social, environmental and economic considerations are key to a sustainable event.
- (ii) In this regard, FIFA is committed itself, and expects all involved stakeholders (including the Airport Authority) to be fully committed, to respecting all Human Rights in every aspect of the organisation of the Competition, including legacy and post-event related activities.

10.2 Undertakings by Airport Authority

- (i) The Airport Authority shall respect all Human Rights in accordance with the UN Guiding Principles in all aspects of its activities relating to this Airport Agreement, in particular with regard to the installation or set-up of any temporary facilities as well as the implementation of operational measures or procedures specifically for the Competition, with the understanding that this entails taking adequate measures to:
 - a) avoid causing or contributing to adverse Human Rights impacts through its 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 the Airport Authority's operations, products or services by its business relationships, even if the Airport Authority has not contributed to such impacts.
- (ii) Following FIFA's reasonable request at any time, the Airport Authority shall report on its efforts to respect all Human Rights as described in this Clause 10, including any relevant information on:
 - a) its policy commitment to meet its responsibility to respect all Human Rights and the manner in which such commitment is embedded in the Airport Authority's operational policies and procedures;

- b) its due diligence process to identify, prevent, mitigate and account for how it addresses its impacts on Human Rights;
 - c) its processes to enable the remediation of any adverse Human Rights impacts it causes or to which it contributes; and
 - d) its adoption and use of relevant international standards and best practices to prevent, mitigate or remediate adverse Human Rights impacts, including the development of codes of practice and monitoring systems for the protection of workers and other vulnerable groups.
- (iii) Without limitation to Clauses 10.2 (i) and (ii) above, the Airport Authority shall:
- a) support, and participate in, any multi-stakeholder forum requested or set up by FIFA to facilitate an open and structured dialogue between the relevant stakeholders, including civil society experts, in relation to Human Rights in connection with the Competition and/or the Airport Authority's activities relating to this Airport Agreement; and
 - b) support, and cooperate with, any grievance mechanisms, monitoring activities or such other remediation processes as determined by FIFA (whether established by FIFA, the Member Association, the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable) and/or other relevant entities) for individuals and communities who may be adversely impacted in connection with the Competition and/or the Airport Authority's activities relating to this Airport Agreement.

11. COSTS

- (i) The Member Association shall be responsible for bearing all costs and expenses relating to the provision of the following facilities and services:
- a) areas for welcome desks pursuant to Clause 5.1 (i) above;
 - b) Ticket collection points pursuant to Clause 5.1. (iv) above; and
 - c) VIP/VVIP service pursuant to Clause 6.9 above.

In any case, the costs and expenses charged by the Airport Authority shall not exceed the prevailing market prices regularly charged by the Airport Authority for similar operations at the Airport. Furthermore, the Airport Authority shall ensure that any third party providing facilities and/or services in connection with the fulfilment of the Airport Authority's obligations under this Airport Agreement, shall not charge any costs exceeding prevailing market prices regularly charged to customers.

- (ii) Unless otherwise expressly stated in Clause 11 (i) above or elsewhere in this Airport Agreement, the Airport Authority agrees and acknowledges that it shall be responsible for incurring and bearing any and all of its own costs and expenses relating to the Airport Authority's fulfilment of any of its obligations under this Airport Agreement and that the Member Association and/or FIFA will neither

compensate the Airport Authority for such costs and expenses nor any third party for any costs and expenses incurred by such third party relating to the third party's involvement in, and support of, Airport Authority's fulfilment of its obligations under this Airport Agreement.

12. MISCELLANEOUS

12.1 Representations and Warranties

The Airport Authority represents, warrants and undertakes that:

- (i) it has, and will continue to have throughout the term of this Airport Agreement, the full right and authority to enter into this Airport Agreement, and - subject to Clause 12.13 below - to accept and fulfil its obligations under this Airport Agreement;
- (ii) this Airport Agreement, once fully executed by both parties, will be enforceable against the Airport Authority in accordance with its terms;
- (iii) subject to Clause 12.13 below, it is not aware of any impediment or restriction which impairs or restricts, or might impair or restrict, the fulfilment of its obligations under this Airport Agreement (other than any impediments or restrictions created by existing contractual obligations of the Airport Authority which will continue to exist during the Airport Operational Period without any extension or renewal thereof and which are disclosed to FIFA pursuant to Clause 12.13.1 below);
- (iv) will not conclude, any agreement with any entity which would restrict or prohibit the Member Association, FIFA and/or the Commercial Affiliates from exercising their rights in relation to the Competition;
- (v) the execution, delivery and fulfilment of this Airport Agreement shall not conflict with, or constitute a breach of, or default under, any commitment, agreement or instrument to which the Airport Authority is a party or by which it is bound (other than any conflicts, breaches or defaults under existing contractual obligations of the Airport Authority which will continue to exist during the Airport Operational Period without any extension or renewal thereof and which are disclosed to FIFA pursuant to Clause 12.13.1 below). In particular, subject to Clause 12.13 below, the Airport Authority warrants that the execution and fulfilment of the obligations under this Airport Agreement do not violate in any respect any laws or regulations of the Host Country or any decision of any judicial or other competent body or authority in the Host Country;
- (vi) subject to Clause 12.13 below, it will fulfil all its obligations in full compliance with the terms of this Airport Agreement and by applying the highest standard of care;
- (vii) the conclusion and fulfilment of this Airport Agreement has been duly authorised by all necessary corporate actions of the Airport Authority, and do not contravene

the certificate of incorporation or the by-laws of the Airport Authority, and will not result in a breach of, or constitute a default under, any contractual obligations of the Airport Authority (other than any conflicts, breaches or defaults under existing contractual obligations of the Airport Authority which will continue to exist during the Airport Operational Period without any extension or renewal thereof and which are disclosed to FIFA pursuant to Clause 12.13.1 below); and

- (viii) there are no actions, suits or proceedings pending or, to the best knowledge of the Airport Authority, threatened against the Airport Authority before any court, tribunal or governmental body, agency or other authority which might substantially and/or adversely affect the financial condition of the Airport Authority and/or its ability to fulfil its obligations under this Airport Agreement.

12.2 **Term**

- (i) The term of this Airport Agreement commences on the date of its conclusion pursuant to Clause 2.1 (iii) above and will expire on 31 December 2026, unless previously terminated in accordance with the provisions of Clause 12.3 below.
- (ii) For the avoidance of doubt, the provisions of Clauses 9, 12.9, 12.13, 12.15, 12.16, 12.17, 12.18 and 12.19 shall survive expiry or early termination of this Airport Agreement.

12.3 **Termination**

12.3.1 **Termination by Member Association**

(i) **General Principle**

With respect to the termination of this Airport Agreement by the Member Association, the following applies:

- a) The Member Association shall not have the right for ordinary termination of this Airport Agreement.
- b) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Airport Agreement, completely or in part, for important grounds as a result of which the continuation of this Airport Agreement can no longer be reasonably expected from FIFA and/or the Member Association. For the avoidance of doubt, this provision shall constitute an independent termination reason and shall not be relevant in connection with the interpretation of the other termination reasons.
- c) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Airport Agreement, if the Host City Agreement with the Host City Authority is terminated for whatever reason (if the Airport is located in a Host City).
- d) The Member Association shall, by written notice, have the right for an extraordinary termination with immediate effect of this Airport Agreement, if the Hosting Agreement is terminated for whatever reason.
- e) The Airport Authority agrees and acknowledges that, irrespective of the Member Association's rights under Clause 12.3.1 (i) b) above, the Member Association shall have the right to terminate this Airport Agreement on such grounds as set out in, and pursuant to, Clause 12.3.1 (ii) to (iv) below.
- f) The Member Association shall not be entitled to terminate this Airport Agreement without the prior written consent of FIFA to be explicitly notified in writing by FIFA directly to the Airport Authority. The Airport Authority agrees that a written notice from FIFA only shall be sufficient and shall be considered a written a notice from FIFA and the Member Association.

(ii) **Termination Right in case of non-use of Airport**

In the event that FIFA decides to not use the Airport pursuant to Clause 2.2.3 above, the Member Association shall have the right to terminate this Airport Agreement with immediate effect by written notice.

(iii) Termination Rights in case of Airport Authority-related Grounds

The Member Association shall have the right to terminate this Airport Agreement, completely or in part, with immediate effect by written notice:

- a) if the Airport Authority declares insolvency or insolvency proceeding are filed at the competent authority in the Host Country;
- b) if the Airport Authority enters into a composition proceeding or ceases to carry out its business operations;
- c) if the Airport Authority enters into bankruptcy proceedings or 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 the Airport Authority;
- d) if the competent body or entity rejects to approve the financing and budget necessary for the fulfilment of the obligations under this Airport Agreement after the selection of the Host City; and/or
- e) subject to Clause 12.3.1 (v) below, if the Airport Authority materially violates any terms of this Airport Agreement.

(iv) Termination Right in case of Force Majeure

In case of a *force majeure* event as described in Clause 12.4 below, FIFA and the Member Association shall have the right to terminate this Airport Agreement with immediate effect by written notice, as follows:

- a) If such *force majeure* event prevents, or is likely to prevent, the Member Association from complying with any obligation under this Airport Agreement, the Member Association shall be entitled to partially terminate this Airport Agreement in connection with such obligation.
- b) If such *force majeure* event prevents, or is likely to prevent, the Member Association from complying with any material obligation under this Airport Agreement, or creates, or is likely to create, a significant impact on the hosting and staging of the Competition, the Member Association shall be entitled to completely or partially terminate this Airport Agreement.

(v) Cure Period

With respect to Clause 12.3.1 (iii) e) above, the Member Association shall notify the Airport Authority and give the Airport Authority the opportunity to remedy the violation within a reasonable period of time. If the violation is not remedied to FIFA's and the Member Association's reasonable satisfaction within such cure period, FIFA and the Member Association shall have the right to terminate this Airport Agreement.

(vi) Consequences of Termination

In case of termination of this Airport Agreement, completely or in part, by the Member Association, the Airport Authority shall:

- a) not have any claims or rights to damages or further compensation against FIFA and/or the Member Association, FIFA's and/or the Member Association's subsidiaries and/or their directors, officers, members, agents, auxiliary persons, representatives and employees, and expressly waives all such rights;
- b) indemnify FIFA and the Member Association, FIFA's and/or the Member Association's subsidiaries for all damages of whatever nature in such cases described, and subject to the terms and conditions set out, in Clause 12.16 below; and
- c) refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by the Member Association and/or FIFA in writing prior to such statement.

Termination by the Member Association shall be without prejudice to any obligations due to be fulfilled by the Airport Authority, or claims accrued against the Airport Authority, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.

12.3.2 Termination by Airport Authority

(i) General Principle

With respect to the termination of this Airport Agreement by the Airport Authority, the following applies:

- a) The Airport Authority shall not have the right for ordinary termination of this Airport Agreement; and
- b) the Airport Authority shall, with written notice, have the right for an extraordinary termination of this Airport Agreement, completely or on part, with immediate effect for important grounds as a result of which the continuation of this Airport Agreement can no longer be reasonably expected from the Airport Authority.

(ii) Consequences of Termination

In case of termination of this Airport Agreement by the Airport Authority, the Airport Authority shall refrain from making any public statement in connection with such termination, unless otherwise explicitly approved by FIFA in writing prior to such statement.

Termination by the Airport Authority shall be without prejudice to any obligations due to be fulfilled by the Member Association, and/or claims accrued against the

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Member Association, prior to such termination and shall not be construed as a waiver of any such existing rights and/or claims.

12.4

Force Majeure

- (i) The Parties agree and acknowledge that, for the purpose of this Airport Agreement, a *force majeure* event is any event which is not within the reasonable control of either party, including any natural disasters and adverse weather conditions (such as flood, earthquake, storm or hurricane), fire, war, invasion, hostilities (regardless of whether war is declared), civil war, rebellion, riot, revolution, insurrection, military coup, act of terrorists or other public enemies, nationalisation, confiscation, sanctions, boycott of the Competition or otherwise and other adverse acts imposed by the Government, the competent local, regional or national governmental authorities of the Host Country (as applicable), blockage, embargo, labour dispute, strike or lockout.
- (ii) In case of a *force majeure* event, the following shall apply:
 - a) The failure or inability of a party to comply with an obligation under this Airport Agreement due to a *force majeure* event shall not be deemed a breach of this Airport Agreement by such party.
 - b) The Member Association shall be entitled to terminate this Airport Agreement pursuant to Clause 12.3.1 (iii) above.
 - c) None of the parties shall be entitled to receive any compensation for any loss that may be caused in connection with such *force majeure* event, including loss of revenues and to assert any claims or rights to damages against the respective other party.
 - d) If a *force majeure* event prevents, or there is a likelihood that a *force majeure* event will prevent, a party from complying with an obligation under this Airport Agreement, such party shall take all reasonable steps to minimise any delay or damage that may be caused in connection with such *force majeure* event (including alternative measures to achieve a result which corresponds to the fullest possible extent to the fulfilment of any such obligation), comply with all of its other obligations and timely notify the other party of the likelihood or actual occurrence of such *force majeure* event.

12.5

No Partnership

Neither this Airport Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between FIFA, the Member Association and/or the Airport Authority. The Airport Authority shall not act, or purport to act, as a partner or agent of FIFA and/or the Member Association. This Airport Agreement shall not be deemed to give the Airport Authority general authority or power to act on behalf of FIFA and/or the Member Association. The parties are in all respects independent contractors and have separate financial interests under this Airport Agreement.

12.6

Notices

All notices to be given under this Airport Agreement shall be given in writing to the following addresses, unless notification of a change of address is given in writing.

Member Association: United States Soccer Federation, Inc.
1801 South Prairie Avenue
Chicago, Illinois 60616
United States of America

Attention: Dan Flynn, Chief Executive Officer (dflynn@ussoccer.org)
Copy: Lydia Wahlke, General Counsel (LWahlke@ussoccer.org)

With a copy to:
United Bid Committee of Canada, Mexico and the United States, LLC
420 Fifth Avenue, 7th Floor
New York, NY 10023
United States of America

Attention: John Kristick, Executive Director (john.kristick@unitedbid2026.com)
Copy: Jim Brown, Managing Director (jim.brown@unitedbid2026.com)

Airport Authority: Miami-Dade Aviation Department
P.O Box 02245
Miami, Florida 33102
United States of America

Attention: Joe Napoli, Chief of Staff (JNapoli@Miami-airport.com)
Copy: jaclayton@Miami-airport.com

With a copy to:
Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128
United States of America

Attention: Geri Bonzon Keenan, First Assistant County Attorney
(gbk@miamidade.gov)
David Murray, Assistant County Attorney Chief, Airport Section
(dmmurray@miami-airport.com)

Any notice shall be sent by E-Mail, courier, registered or certified mail and will be effective upon receipt.

12.7

Transfer and Assignment

- (i) The Airport Authority may not transfer and/or assign any of its rights or obligations under this Airport Agreement without the prior written consent of the Member Association.
- (ii) The Member Association shall be entitled to transfer and/or assign any of its rights or obligations under this Airport Agreement, and to delegate the fulfilment of its obligations hereunder, to any third party, including pursuant to Clauses 2.4 (ii) and (iii) above.

12.8 No Waiver

Any waiver by either party of a right arising out of this Airport Agreement or any breach of this Airport Agreement will not operate as, or be construed to be, a waiver of any rights relating to any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Airport Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Airport 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 Airport Agreement.

12.9 Confidentiality and Public Statements

12.9.1 Confidentiality

The parties agree and acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Airport 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 12.9);
- (iii) disclosure is necessary with the Airport Authority, FIFA or the Member Association (as applicable) as part of such groups' ordinary reporting or review procedure; or
- (iv) disclosure is made to the Airport Authority's, FIFA's or the Member Association's (as applicable) 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 12.9.

12.9.2 Public Statements

- (i) The Airport Authority shall at all times co-ordinate any public statements, as well as any of its public and private press briefings in relation to the Competition, with the Member Association and FIFA. The Airport Authority agrees and

acknowledges that consistency between the Airport Authority, the Member Association and FIFA is of essence, in relation to content, means and relevance of the respective communication matters.

- (ii) FIFA, the Member Associations and the Airport Authority shall agree on the timing, form and content of any public announcement by the Airport Authority in relation to the Competition in general and the use of the Airport for the Competition.

12.10 Entire Agreement

This Airport 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.

12.11 Severability

Should an individual provision of this Airport Agreement 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 Airport Agreement will not be affected by the nullity or adjustment of any provision in accordance with the preceding sentence, and this Airport Agreement will remain in full force and effect in so far as the primary purpose of this Airport Agreement is not frustrated.

12.12 Compliance with Laws

In organising, hosting and staging the Competition, the Airport Authority shall at any time observe all applicable international, supra-national, national, state, local, and municipal laws, regulations and decrees and shall bear all costs that might occur resulting from non-complying with such laws, regulations or decrees. Upon request of FIFA and the Member Association, the Airport Authority shall provide legal opinions to be given by law firms of recognised international standing regarding certain legal aspects in connection with this Airport Agreement. The Airport Authority shall carry out all necessary preliminary examinations with the relevant authorities and obtain the necessary confirmations.

12.13 Limitation of Obligations and Consequences

12.13.1 General Principle

- (i) The parties agree and acknowledge that nothing in this Airport Agreement shall be read or interpreted in a manner that obligates the Airport Authority to:
 - a) fulfil an obligation which would violate, or be in conflict with, any applicable

international, supra-national, national, state, local, or municipal laws, regulations and decrees, including any federal statute or the Airport Authority's grant assurances;

- b) act beyond any of the competences vested with the Airport Authority or in a manner beyond its authorities; and/or
- c) act in conflict with any of the financing duties and/or budgeting limitations applicable to the Airport Authority.

Further, for the avoidance of doubt, nothing in this Airport Agreement shall be read or interpreted to convey operational powers or operational decision-making to FIFA or the Member Association.

- (ii) In the event that the fulfilment by the Airport Authority of any of its obligations under this Airport Agreement would lead to, or cause, a legal conflict for the Airport Authority as described in Clause 12.13.1 (i) a) or b) above, the Airport Authority shall, in writing and without unreasonable delay, notify the Member Association and FIFA about any such legal conflict. In such notification, the Airport Authority shall refer to the applicable laws, regulations and/or decrees and/or outline to what extent the fulfilment of an obligation would be beyond its competence or authority. Furthermore, such notification shall outline in detail the implications on the Airport Authority's ability to fulfil the relevant obligations and shall comprise a good faith proposal on how to most effectively and to the fullest extent possible achieve the purposes of the concerned obligation as set forth in the respective provisions of this Airport Agreement.
- (iii) In the event that the fulfilment by the Airport Authority of any of its obligations under this Airport Agreement would lead to, or cause, a legal conflict with any of the financing duties and/or budgeting limitations applicable to the Airport Authority, the Airport Authority shall, in writing and without unreasonable delay, notify the Member Association and FIFA about any such conflict. In such notification, the Airport Authority shall refer to the relevant financing duties and/or budgeting limitations. In such case, the relevant obligation under this Airport Agreement shall be deemed conditional upon, and remain subject to, the approval by the competent body or entity competent of the financing and budget necessary for the fulfilment of such obligation. The notification by the Airport Authority shall comprise all relevant information regarding the approving body or entity as well as the dates by which the necessary approval is expected to be given the earliest and the latest.

12.13.2 Adjustment or Limitation of Obligations / Alternative Solutions

- (i) In the event that the fulfilment by the Airport Authority of any of its obligations under this Airport Agreement would lead to, or cause, a legal conflict for the Airport Authority as described in Clause 12.13.1 (i) a) or b) above, the Airport Authority shall, no longer be obliged to fulfil, and be released from, the relevant obligation, entirely or in part (as applicable). In such case the Airport Authority, the Member Association and FIFA shall, immediately after receipt of the notification referred to in Clause 12.13.1 (ii) above, agree in good faith in writing upon an

adjustment or limitation of, or alternative solution to, the original obligation of the Airport Authority which (a) would not lead to, or cause, a legal conflict for the Airport Authority as described in Clause 12.13.1 (i) a) or b) above and (b) most effectively and to the fullest extent possible achieves the purposes of the original obligation as set forth in the respective provisions of this Airport Agreement.

- (ii) With respect to the implementation of any agreed adjustment or limitation of, or alternative solution to, the original obligation to achieve the purposes of the original obligation as set forth in the respective provisions of this Airport Agreement, the Airport Authority shall, at its own costs:
 - a) cooperate with, and support, the Member Association and FIFA and coordinate the relevant local, regional or national governmental authorities and further public and non-public stakeholders competent for, or necessary to be involved in, the implementation of any such agreed adjustment, limitation or alternative solution; and
 - b) provide a written undertaking of support to be given by any such third party (i.e. public and non-public stakeholders) competent for, or necessary to be involved in, the implementation of any such agreed adjustment, limitation or alternative solution.

12.13.3 Consequences

- (i) The Airport Authority agrees and acknowledges that the adjustment, limitation or alternative solution referred to in Clause 12.13.2 above and/or any pending approval of the financing or budget necessary for the fulfilment of obligations under this Airport Agreement referred to in Clause 12.13.1 (iii) above:
 - a) shall not affect the validity of this Airport Agreement which will remain in full force and effect in so far as the primary purpose of this Airport Agreement is not frustrated; but
 - b) may affect FIFA's decision regarding the use of the Airport and the Event Transport and general mobility concept for the Competition.
- (ii) Furthermore, the Airport Authority agrees and acknowledges that:
 - a) an outstanding approval by the competent body or entity for the financing and budget necessary for the fulfilment of the obligations under this Airport Agreement will be considered by FIFA as part of one of the selection criteria in connection with the selection of the host cities to co-organise the Competition if the necessary approval by such body or entity was expected to be given before FIFA's final decision regarding the host city selection; and
 - b) the selection of the Host City by FIFA will also be based on the assumption, and will remain subject to the condition, that the competent body or entity approves the financing and budget necessary for the fulfilment of the obligations under this Airport Agreement after the selection of the Host City, enabling the Airport Authority to meet its requirements and act in full compliance with this Airport Agreement.

- c) in the event that the competent body or entity rejects its approval for the financing and budget and such assumption and condition are not met for any reason, FIFA is entitled under the Host City Agreement to revoke the selection of the Host City and in such case, the Member Association will terminate this Airport Agreement pursuant to Clause 12.3.1 (iii) d) above.

12.14 **Interpretation**

- (i) All terms with an initial capital letter used herein shall have the meaning ascribed to them in the Glossary of Terms in Annexe 1.
- (ii) Words importing the singular include the plural and vice versa.
- (iii) References to "include", "in particular", "such as", "e.g." or similar are to be construed as being inclusive without limitation to the listed examples.
- (iv) References to "days" mean actual days, not business days.
- (v) References to "Clauses" are, unless expressly stated otherwise, references to clauses of this Airport Agreement.
- (vi) The headings of the Clauses and articles in this Airport Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision to which they refer.
- (vii) All annexes attached to this Airport Agreement form an integral part of this Airport Agreement.

12.15 **Amendments**

Any amendments to, or changes of, this Airport Agreement shall be valid only if made in writing and signed by the Member Association on the one side and the Airport Authority on the other side.

12.16 **Indemnification / Limitation of Liability**

- (i) To the extent permitted by applicable laws, the Airport Authority shall indemnify, hold harmless and defend the Member Association and FIFA, any subsidiary of the Member Association and FIFA as well as their directors, officers, representatives, employees, agents and/or auxiliary persons, from and against all liabilities, obligations, damages, losses, penalties, claims, demands, recoveries, deficiencies, fines, costs or expenses (including reasonable attorneys' fees and expenses) of whatsoever nature and evidenced to have been paid or incurred the Member Association and/or FIFA, any subsidiary of the Member Association and/or FIFA as well as any of their directors, officers, representatives, employees, agents and/or auxiliary persons, resulting from, or arising out of, or attributable to, any breach of

this Airport Agreement by, or any act or omission of, the Airport Authority including its officers, directors, members, representatives, auxiliary persons, employees or agents and the termination of this Airport Agreement pursuant to Clause 12.3.1 (ii) above.

- (ii) To the extent permitted by applicable laws, the Airport Authority hereby waives any and all claims of liability against the Member Association, FIFA, any subsidiaries of the Member Association and FIFA and their officers, directors, members, agents, representatives or employees, for any loss or damage to the Airport or any other personal or property losses or damages (including injuries and death), whether or not such loss or damage may have been caused by or resulted from the negligence of the Member Association, FIFA, any subsidiaries of the Member Association and/or FIFA, their officers, directors, members, agents, representatives or employees.

Any such claims of liability caused by, or resulted from, intentional behaviour by the Member Association, FIFA, any subsidiaries of the Member Association and/or FIFA, their officers, directors, members, agents, representatives or employees remain unaffected from the waiver pursuant to this Clause 12.16 (ii).

12.17 Anti-Corruption

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 (art. 102 of the Swiss Criminal Code) and art. 322^{octies} and art. 322^{novies} of the Swiss Criminal Code and any other applicable anti-bribery or anti-corruption legislation.

12.18 Language

- (i) All documentation, material and/or correspondence provided by the Airport Authority, or any third party appointed by the Airport Authority, to the Member Association or FIFA, respectively by the Member Association or FIFA to the Airport Authority or such third party under, or in connection with, this Airport Agreement shall be in English.
- (ii) In the event that the Airport Authority or any such third party are legally required under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English, the Airport Authority shall submit to the Member Association:
- a) the fully executed and initialled original version of such documentation, material and/or correspondence in the official language of the Host Country; and
 - b) an English translation of such documentation, material or correspondence. In the event of an agreement to be signed or acknowledged by the Member Association, the English version of the agreement shall be fully executed and initialled by the Airport Authority or the relevant third party. If permitted

under the applicable laws of the Host Country, in case of any discrepancies between the version in the official language of the Host Country and the English version, the English version shall always prevail.

- (iii) Unless otherwise agreed in writing by the Member Association:
- a) any translation of an agreement or any other legally binding document shall be conducted by a sworn and certified translator specialised in translations of legal documents; and
 - b) such legal requirement under the applicable laws in the Host Country to execute any such documentation, material or correspondence in a language other than English shall be proven in form of a legal statement by a local attorney of the highest professional reputation.

12.19 Governing Law

This Airport Agreement 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 Vienna Convention on Contracts for the International Sale of Goods.

12.20 Arbitration

All disputes in connection with this Airport 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 Chambers of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English. For the avoidance of doubt, any determination made by the arbitral tribunal shall be final and binding on the parties.

12.21 Mandatory Contractual Language

- (i) The provisions set forth in Annexe 3 hereto are required to be included in this Airport Agreement pursuant to applicable national, state, local, or municipal laws or regulations and are deemed to be a part of this Airport Agreement as if fully set forth herein.
- (ii) For the avoidance of doubt, the parties agree and acknowledge that any provisions set forth in Annexe 3 and included in this Airport Agreement pursuant to Clause 12.21 (i) above shall:
 - a) be applicable and legally binding to the Member Association, respectively the 2026 FWC Entity (i.e. in case of the integration of this Airport Agreement in the final operational set-up for, and the delivery of, the Competition pursuant to Clause 2.4 (ii) above or a transfer pursuant to Clause 2.4 (iii) above)

only in relation to their respective performance under, or in connection with this Airport Agreement;

- b) by no means be understood or construed as being applicable or legally binding for FIFA as third party beneficiary, any of its subsidiaries other than the 2026 FWC Entity as well as any of their directors, officers, representatives, employees, agents and/or auxiliary persons; and
- c) shall not be understood or construed in a manner prevailing the terms and conditions of Clauses 12.19 and 12.20 above.

IN WITNESS WHEREOF, the undersigned have caused this Airport Agreement to be executed in two (2) copies by their duly authorised representatives.

UNITED STATES SOCCER FEDERATION, INC.

By:

By:

Name:

Name:

Title:

Title:

MIAMI-DADE COUNTY

By:

Name: Carlos A. Gimenez

Title: Mayor, Miami-Dade County

ANNEXE 1

Glossary of Terms

"2026 FWC Entity" means the subsidiary established by FIFA in the Host Country as the central entity for the operational delivery of all tasks, activities and sub-projects in relation to the Competition by FIFA and the Member Association.

"2026 FWC Subsidiary" means a subsidiary, branch, office or other representation established by the 2026 FWC Entity and/or FIFA in another country outside of the Host Country (where the 2026 FWC Entity itself is not established) in case the Member Association has been selected by FIFA together with other member associations to co-organise the Competition.

"Airport" means the airport owned and operated by the Airport Authority as described in Annexe 2.

"Airport Agreement" means the agreement to be entered into between the Member Association and the Airport Authority.

"Airport Authority" means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, the Airport (i.e. the owner and/or operator of the Airport), (ii) has signed this Airport Agreement and (iii) is responsible to ensure full compliance with its obligations under this Airport Agreement.

"Airport Operational Period" means the operational period for the use of the Airport in relation to the Competition, which starts ten (10) days prior to the Opening Match and concluding five (5) days after the last Match staged in the Host City or, in the event the Airport is not connected to a host city of the Competition, concluding five (5) days after the Final Match or (in both cases) such other shorter period as determined by the Member Association and/or FIFA in relation to specific obligations of the Airport Authority under this Airport Agreement.

"Ambush Marketing" means any attempt by an entity to gain an unauthorised commercial association with FIFA and/or the Competition to the detriment of the Commercial Affiliates, whether by way of an unauthorised use of the Competition Marks or otherwise.

"Bid" means the formal bid to co-organise the Competition together with FIFA, as submitted to FIFA by the Member Association.

"Bidding Process" means the bidding and selection procedure to determine the member associations to co-organising together with FIFA the Competition in the Host Country in accordance with the terms and condition.

<p>"Brand Protection Programme" means the world-wide programme developed and implemented by FIFA for the protection and enforcement of any Media Rights, Marketing Rights, Intellectual Property Rights and any other commercial or other rights and opportunities owned and/or controlled by FIFA in relation to the Competition, including Competition-related Events, such as the enforcement against Ambush Marketing and the unauthorised sale, transfer or other use of Tickets.</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, which is scheduled to be staged in the Host Country in the year 2026.</p>
<p>"Competition Design" means the official look and feel as developed by FIFA for the Competition.</p>
<p>"Competition Marks" means the (i) Official Emblem; (ii) Official Mascot; (iii) Official Slogan; (iv) Official Posters; (v) two dimensional representations of the Official Trophy (expressly excluding three dimensional copies thereof); (vi) any official name of the Competition (in any language) and any abbreviations thereof; (vii) the Competition Design; and (viii) any other mark (including any word marks), design, slogan, emblem, title or other identification or symbol developed by FIFA and selected by FIFA for the official use in connection with the Competition or a Competition-related Event.</p>
<p>"Competition-related Events" means any events or activities other than Matches which are directly or indirectly related to the Competition (as applicable) officially organised, supported, sanctioned by, or staged under the auspices of, FIFA or, at FIFA's sole discretion, the Member Association and which are designed to promote, celebrate, enhance or facilitate the hosting and staging of the Competition, including the following events and activities directly or indirectly related to the Competition:</p> <ul style="list-style-type: none"> (i) FIFA Congress staged in the Host Country the week prior to the Opening Match; (ii) FIFA banquets; (iii) Draws; (iv) FIFA Fan Fests; (v) Team seminars; (vi) Team workshops; (vii) Referees' workshops; (viii) ceremonies (including the opening ceremony, closing ceremony and award ceremonies); (ix) other ceremonies, events, activities, workshops and seminars; (x) cultural events (such as concerts, exhibitions, displays, shows or other expressions of culture); (xi) events related to FIFA Sustainability Activities; (xii) press conferences and other media events; (xiii) training sessions; (xiv) launch of the Official Mascot, Official Emblem, Official Slogan, Official Posters and any other launch events; and

(xv)	any other activities that FIFA considers relevant for the hosting and staging of the Competition.
	"Draw" means the Final Draw and the Preliminary Draw.
	"FIFA" means the Federation Internationale de Football Association, including any of its direct and indirect subsidiaries, such as the 2026 FWC Entity and 2026 FWC Subsidiaries (if applicable).
	"FIFA Council" means the council of FIFA, which is the highest internal executive body within FIFA.
	"FIFA Delegation" means the delegation appointed by FIFA for the Competition and/or a Competition-related Event, comprising (i) members of FIFA committees, (ii) staff, consultants and temporary support personnel of FIFA, the 2026 FWC Entity and any other direct or indirect subsidiaries of FIFA, (iii) FIFA's guests, (including VIP and VVIP guests) and (iv) any other individuals nominated by FIFA as being a member of such delegation.
	"FIFA Fan Fest" means a secured and officially branded fan entertainment area established in the Host City or at other locations as determined by FIFA, which offers visitors, in particular, the possibility to view Matches on one or more giant screens.
	"FIFA Marks" means FIFA's corporate mark and approved derivations thereof used to indicate and identify FIFA as well as any additional or successor marks and devices adopted as its brand identification by FIFA, but excluding (i) any FIFA technical or quality certification and (ii) medical programme indicators.
	"FIFA World Cup Sponsor" means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and marketing rights in relation to the Competition and certain other related FIFA activities scheduled to take place during the rights period of their contract.
	"Final Draw" means the draw by which Teams participating in the final competition of the 2026 FIFA World Cup are drawn into competition groups and positions that will be featured in the Match Schedule.
	"Final Match" means the final match of the Competition.
	"Government" means the national government of the Host Country.
	"Host City" means the city in which, or in the vicinity of which, the Airport is located and which is selected by FIFA as host city of the Competition, if applicable
	"Host City Agreement" means the agreement to be entered into between FIFA, the Member Association and the Host City Authority.

"Host City Authority" means the executive authority which is (i) legally competent to represent, and to act for and on behalf of, the Host City, (ii) has signed the Host City Agreement and (iii) is responsible to ensure full compliance with its obligations under the Host City Agreement.

"Hosting Agreement" means the agreement to be entered into between FIFA and the Member Association (and other member associations if the Member Association has been selected by FIFA together with such other member associations to co-organise the Competition) in connection with hosting and staging the Competition in the Host Country or Host Countries.

"Host Country" means the country of the Member Association.

"Human Rights" means, at a minimum, those internationally recognised human rights, including labour rights, expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's (ILO) 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 shall 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.

"Intellectual Property Rights" means all intellectual property and other proprietary rights of whatsoever nature, howsoever arising and in whatever media, whether or not registered or capable of registration, including trademarks, service marks, trade names, trade dress, registered designs, copyrights, moral rights, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof and goodwill throughout the world.

"Licensee" means any entity, not otherwise a Commercial Affiliate, to which FIFA (or an appointee of FIFA) grants the right to use any Competition Marks on items of merchandise (and in its marketing and advertising activities in relation to the sale of such items of merchandise), but which is not permitted to affix its own corporate or other brand or trademark to such items of merchandise.

<p>"Marketing Rights" means, in any and all media, in all languages and throughout the universe, 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 any other rights and/or associated commercial opportunities relating to the Competition and the Competition-related Events, to the extent that such rights are not Media Rights.</p>
<p>"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.</p>
<p>"Match Day" means the day on which a Match is scheduled to take place in the Stadium.</p>
<p>"Media Representatives" means all professional representatives of the host broadcaster, the media rights licensees and other media entities to whom FIFA and/or the Member Association grant the right to receive an official media accreditation pass to access the Stadium (or parts of it) for Matches and/or a Competition-related Event.</p>
<p>"Media Rights" means the rights, in any language and throughout the universe, 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 devised, developed or invented), any aspect or element of the Competition and Competition-related Events on a live, as-live and/or delayed basis, in full length or in part, in any media and by any means of transmission or delivery, whether now known (including successor technologies) or hereafter invented, including any news access rights. For the avoidance of doubt, the right to broadcast, stream and/or transmit the basic audio-visual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. Media Rights include the right to record, create and exploit any official films or any official concerts of the Competition and/or similar audio-visual products and programming.</p>
<p>"Member Association" means the national football association officially affiliated to FIFA which has participated in the Bidding Process to be appointed by FIFA for the co-organisation together with FIFA of the Competition in the Host Country and which has executed this Airport Agreement.</p>
<p>"Opening Match" means the opening match of the Competition.</p>
<p>"Outdoor Media" means any kind of outdoor advertising billboards, posters, posts and other media which can be used for promotional purposes.</p>
<p>"Participating Member Association" means any member association whose Team has qualified to participate in the Competition.</p>
<p>"Preliminary Draw" means the draw by which Teams of all member associations participating in the qualification for the Competition are drawn into competition groups for each of the Confederations.</p>

<p>"Stadium" means the stadium located in, or in the vicinity of, the Host City which is selected by FIFA to stage Matches of the Competition.</p>
<p>"Stadium Agreement" means the agreement to be entered into between the Member Association and the Stadium Authority.</p>
<p>"Stadium Authority" means the executive authority which (i) is legally competent to represent, and to act for and on behalf of, the Stadium (i.e. the owner and/or operator of the Stadium), (ii) has signed the Stadium Agreement, (iii) is responsible to ensure full compliance with its obligations under the Stadium Agreement and (iv) which has executed this Stadium Agreement.</p>
<p>"Team" means any team representing a Participating Member Association at the Competition.</p>
<p>"Team Delegation" means the delegation of a Team, consisting of players, coaches, managers, medical staff, officials, media officers, representatives and guests of a Team as well as other individuals appointed by FIFA and/or or the Member Association for the purposes of accompanying and liaising with the Team.</p>
<p>"Ticket" means a ticket granting its holder access to a Match or a specific Competition-related Event in accordance with its applicable general terms and conditions, which are made available as individual tickets or as series of tickets or combined with other offers and/or services.</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>
<p>"Volunteer" means an individual performing for and on behalf of FIFA and/or the Member Association, on a free of charge basis (except for the compensation of expenditures), certain supportive functions in relation to the Competition and/or a Competition-related Event, who is primarily (but not exclusively) resident of the Host Country.</p>

ANNEXE 2

Airport Information

Airport Name: Miami International Airport

Airport Owner: Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, Florida 33128
United States of America

Airport Authority: Miami-Dade County
111 NW 1st Street, 29th Floor
Miami, Florida 33128
United States of America

Total Airport Capacity: N/A

General Airport Information:

1) Number of take-off and landing spots per day:

- a) Existing: 1144 Operations Per Day (OPD)
- b) Projected for 2026: 1389 OPD
- c) Maximum number on Match Days applying special measures: 1500-1600 OPD

2) Passenger capacity per day

- a) Existing: 177,500 Passengers Per Day (PPD)
- b) Projected for 2026: 197,500 PPD
- c) Maximum number on Match Days applying special measures: 200,000 PPD

3) Potential limitations in respect of size, type or categories of aircrafts:

MIA can accommodate Group 6 aircraft operations efficiently through our implemented FAA approved Group VI Operations Plan.

4) Available technical equipment (e.g. Instrument Landing System):

Full Instrument Landing System available on three runways; 9-27, 12-30 and 8R-26L.

5) Number of usable runways incl. landing and take-off distances available:

Runway 9-27 13,016', Runway 12-30 9,355', Runway 8L-26R 10,500', Runway 8L-26R 8,600'

6) Number of terminals (incl. General Aviation):

The MIA Terminal has been divided into three major Terminal Areas; North Terminal, Central Terminal and South Terminal for a total of over 7.5 million square feet of space.

1. The South Terminal: Encompasses over 1.7 million square feet.
2. The North Terminal: Encompasses over 3.8 million square feet.
3. The Central Terminal: Encompasses 2 million square feet.

General Aviation services are provided through a Fixed Base Operator (FBO) located on the north side of MIA.

7) Number of parking stands, aprons and air bridges (incl. permissible aircraft categories):

There are currently 124 contact gates (gates with Passenger Loading Bridges capability), of which 101 are international capable, and 23 domestic use only. MIA also has 15 Regional Boarding Ramps (RBR) gates.

8) Operating hours and restrictions (e.g. night flying, noise abatement):

MIA discourages nighttime departure operations on Runway 9, unless requested by pilots. MIA discourage nighttime arrivals on Runway 27 unless requested by pilots. No operations on Runway 8L-26R and Runway 12-30 from 11 PM to 7 AM.

9) Information on international connections (e.g. international destinations):

111 International Destinations

MIA serves as a major connecting point for transatlantic passengers traveling to and from Latin America and the Caribbean, as well as for passengers traveling between countries within that region. MIA supports multiple airline and multiple daily frequencies to virtually every capital and secondary city / business center in the Latin American / Caribbean region.

MIA is the largest connecting point for flights between the Americas, and for flights between the Americas and Europe. MIA offers an extensive air service network stretching to 166 destinations on four continents. Air service is provided by a total of 106 carriers.

Destinations served by market: US: 59
Canada: 2
South America: 26
Central America: 10
Mexico: 6
Caribbean & Bahamas: 38
Europe/Middle East: 25

10) Information on Airport accessibility (passengers with disabilities or reduced mobility):

The airport is fully American Disability Act (ADA) compliant and ensures full accessibility for disabled passengers.

11) Parking facilities (ground transportation):

MIA parking facilities (Flamingo and Dolphin Garages) provide a total of 8,388 automobile parking spaces. In addition, MIA provides 24-hour valet parking services are located inside the Dolphin and Flamingo garages on the departure level, across concourses D and J. A Cell Phone Parking Lot, provides 60 parking spaces for private, not-for-hire vehicles, is located just off LeJeune Road heading north or south. Mia also provides a parking lot for all Transportation Network Entities (TNE).

12) Integrated transport system from the Airport to the Host City centre:

MIA provides integrated transportation system through the MIA Mover, an elevated automated people mover (APM) train, with the capacity to transport more than 3,000 passengers per hour MIA Mover connects MIA to the Rental Car Center (RCC) and the Miami Intermodal Center (MIC) The MIC acts as a remote ground transportation hub for MIA by relieving terminal curbside congestion and provides connectivity to Metrorail, Tri-Rail (a commuter train that links Miami-Dade County, Broward County and Palm Beach County), Amtrak as well as local and national bus transportation networks. As of November 2017, MIA was named the most transportation-friendly airport in the entire country, according to a new study conducted by TransitScreen.

ANNEXE 3

MANDATORY CONTRACTUAL LANGUAGE

Section 1. Federal Aviation Administration Requirements

- (a) Compliance with Nondiscrimination Requirements. During the performance of this Airport Agreement, the Member Association, for itself, its assignees, and successors in interest agrees as follows:
- (i) Compliance with Regulations. The Member Association (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Airport Agreement.
 - (ii) Non-discrimination. The Member Association, with regard to the work performed by it during the Airport Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Member Association will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Airport Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - (iii) Solicitations for Subcontract Agreements, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Member Association for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Member Association of the Member Association's obligations under this Airport Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - (iv) Information and Reports. The Member Association will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Member Association is in the exclusive possession of another who fails or refuses to furnish the information, the Member Association will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - (v) Sanctions for Noncompliance. In the event of the Member Association's noncompliance with the Nondiscrimination provisions of this Airport Agreement, County will impose such Airport Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the Member Association under the Airport Agreement until the Member Association complies; and/or

b) Cancelling, terminating, or suspending the Airport Agreement, in whole or in part.

(vi) Incorporation of Provisions. The Member Association will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Member Association will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Member Association becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Member Association may request the County to enter into any litigation to protect the interests of the County. In addition, the Member Association may request the United States to enter into the litigation to protect the interests of the United States.

(vii) During the performance of this Airport Agreement, the Member Association agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subcontractors and Member Associations, whether such programs or activities are Federally funded or not);

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- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(b) This Airport Agreement incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Member Association has full responsibility to monitor compliance to the referenced statute or regulation. The Member Association must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(c) This Airport Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Member Association must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Member Association retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Member Association must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 2. Public Records

IF MEMBER ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEMBER ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AIRPORT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Jorge Mihaic, jmihaic@miami-airport.com, Building 5A, Miami International Airport

To the extent required by applicable law, Member Association shall:

1. Keep and maintain public records required by COUNTY in connection with this Airport Agreement.
2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Airport Agreement and following completion or termination of this Agreement if Member Association does not transfer the records to COUNTY.
4. Upon completion or termination of this Airport Agreement, transfer, at no cost, to COUNTY all public records in possession of Member Association or keep and maintain public records required by COUNTY in connection with this Airport Agreement. If Member Association transfers all public records to COUNTY upon completion or termination of this Airport Agreement, Member Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Member Association keeps and maintains public records upon completion or termination of this Airport Agreement, Member Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

Section 3. County Requirements

The Member Association agrees to comply with applicable County Ordinances, unless same are waived by the County prior to the date of the execution of the Airport Agreement, including Sections 2-8.1, 2-8.4.1, 2-8.6 and 2-1076 of the Code of Miami- Dade County, Florida.