

MEMORANDUM OF UNDERSTANDING**between****THE UNION DES ASSOCIATIONS EUROPEENNES DE FOOTBALL
(HEREAFTER UEFA)****and****THE EUROPEAN CLUB ASSOCIATION
(HEREAFTER ECA)****Whereas:**

- UEFA is the governing body for football at European level in accordance with FIFA and UEFA Statutes;
- ECA is the association representing the interests of football clubs at European level in accordance with its Statutes;
- UEFA and ECA wish to continue to promote unity among all stakeholders in European football and take care of specific matters of concern to club football;
- UEFA and ECA have concluded on 21 January 2008 a Memorandum of Understanding (hereafter the “2008 MoU”) with which they established the first basis for their co-operation;
- UEFA and ECA wish to continue and reinforce their relationship, by implementing a new arrangement, in accordance with the principles set out in this Memorandum of Understanding, which supersedes the 2008 MoU as from the date of its entry into force;
- The Statutes of UEFA foresee that UEFA may recognise groups representing the interests of stakeholders in European football, provided they are constituted in a democratic, open and transparent manner and share UEFA values;
- The Statutes of ECA envisage an on-going cooperation and dialogue between ECA and UEFA for the purpose of reaching common agreement in relation to matters of concern to European professional club football.

NOW THEREFORE, UEFA and ECA (hereinafter: “the Parties”) agree to enter into this **Agreement**.

A BASIS OF COOPERATION

The basis for this Agreement is as follows:

A.1 UEFA recognizes ECA as the sole body representing the interests of clubs at European level and ECA recognizes (i) UEFA as the governing body of football at European level and (ii) FIFA as the governing body of football at Worldwide level (the recognition of FIFA subject to articles E.4 and E.5 of this Agreement);

A.2 UEFA and ECA undertake to strengthen their cooperation and dialogue as regards matters of importance to European club football;

A.3 UEFA and ECA share the following values and principles:

- a commitment to the principle of solidarity as a key element necessary for the healthy and balanced development of football;
- a commitment to democracy and transparency in football governance structures;
- a commitment to open and balanced sporting competitions;
- the recognition of the specific nature of sport and therefore the proper autonomy of its governing bodies as generally recognised;
- a commitment to protect and develop a large and healthy professional football sector;
- a commitment to fair play and to the fight against racism, doping, violence, match-fixing and corruption in football.

A.4 More specifically, the Parties recognise that:

- both national team and club football provide substantial benefits to players, clubs, leagues and associations;
- full and loyal participation of players and clubs in national and international competitions, is essential to support the existence of a large and healthy professional football sector;
- it is important to promote the training and development of players and to maintain competitive balance in the interests of the sport and the public;
- there is a need to preserve the values of sport and, in particular, to protect its integrity;
- there is a need to find the right balance between labour legislation and the specific characteristics of football, for example through the vehicle of social dialogue and/or collective bargaining agreements;

- sports related disputes shall be resolved within appropriate sports and dispute resolution structures;
- strong national championships as well as the international competitions organised by UEFA and/or FIFA are vital for the on-going and healthy development of football;
- national and UEFA club competitions are integrally linked to one another.

B OBJECTIVES OF COOPERATION

To protect and promote these values and principles, the Parties agree:

B.1 to promote cooperation, friendly relations and unity between UEFA and ECA in the interests of European football and in accordance with the existing framework of UEFA and FIFA (the recognition of FIFA subject to articles E.4 and E.5 of this Agreement);

B.2 to safeguard the balanced evolution of European football, both domestically and internationally, in accordance with the principles of solidarity and integrity of competition;

B.3 to ensure that the views of the clubs are properly represented in the decision-making process in European football structures.

C UNDERTAKINGS OF UEFA

To facilitate cooperation and achieve the shared objectives set out in this Agreement, UEFA undertakes as follows:

C.1 to recognise ECA as an established employers' organisation in European club football and the sole body representing the interests of club football at European level on the basis of its Statutes of 8 September 2009 (including any future amendment that UEFA considers consistent with the objectives and principles of this Agreement);

C.2 to involve ECA in UEFA's decision making process, in application of commonly agreed good governance principles, as follows:

- ECA participation in the Professional Football Strategy Council (hereinafter "PFSC"): ECA shall appoint the 4 members of the PFSC representing the clubs; in order to ensure an efficient and concrete involvement in the decision-making process, the PFSC meetings shall in principle take place on the eve of the meetings of the UEFA Executive Committee (hereinafter "UEFA ExCo") during which it shall discuss the club related topics

on the agenda of the UEFA ExCo insofar as these have not yet been addressed at the Club Competitions Committee;

- Club Competitions Committee (hereinafter “CCC”): half of the members of the CCC will be appointed by the ECA. UEFA will appoint from its quota representatives of individual clubs (except for the chairman and deputy chairman who shall be members of the UEFA ExCo), provided that they are proposed by a National Association in accordance with the UEFA procedure for the appointment of Committee members. It is furthermore agreed that any proposed change to the current format of UEFA club competitions as well as to any regulation on Club competitions shall be submitted to, and reviewed by, the CCC, which shall then present its conclusions/findings/position to the UEFA ExCo for a final decision in accordance with the UEFA Statutes. Should the UEFA ExCo disagree with the proposal of the CCC, then the UEFA ExCo shall refer the issue back to the CCC for further consideration with the request to make a new proposal. In case of a “dead-lock situation”, the UEFA President and the ECA Chairman shall discuss a solution in good faith and, if they cannot reach any agreement, the status quo shall continue to apply, unless because of imperative reasons an amendment cannot be delayed any further (whereas in such urgent cases, only preliminary decisions can be taken);

- two ECA Board members shall be invited to make direct representations to the UEFA ExCo on club matters and to attend the respective meetings (excluding the voting) regarding such matters;

C.3 to conclude an insurance to cover the risk of temporary total disablement of players while they are released to their National Teams in accordance with the parameters specified in Annex 1 (or other parameters as agreed by the Parties);

C.4 to support at FIFA level the introduction of a so-called “Medical Protocol” to be agreed between the Parties and approved by FIFA, governing the duties and communication between doctors of national teams and clubs with regard to players released to the national teams; if not approved by FIFA, then with respect to the European Football Family.

C.5 to distribute every four years an amount (hereinafter the “Distribution Amount”) from the UEFA European Football Championship (hereinafter the “UEFA EUROTM”) benefits to national associations for them to pass on to their clubs who have contributed to the successful staging of a UEFA EUROTM or national team football in general. Unless otherwise agreed by the Parties, the Distribution Amount shall be allocated and distributed in accordance with the rules and methodology specified in the “2008 MoU”. The Parties intend to establish new specific distribution criteria based on fair and democratic principles, prior to the respective UEFA EURO final tournaments. For the avoidance of doubt, the Distribution Amount as well as the insurance mentioned in para C.3 above cover any and all claims of a club, including insurance and any other matter related to the participation of players of European national associations and, for the insurance part, also of non-

European National Associations in national team competitions and friendly matches.

For the avoidance of doubt, there will be no additional payments from UEFA or any European National Association in relation to the release, insurance (for the insurance part also from non-European national associations) or participation of players in national teams. The foregoing does not limit the right of European National Associations to agree with their clubs on revenue sharing schemes on a pure domestic basis.

For the UEFA EURO 2012™ the Distribution Amount will be EUR 100 million.

For the UEFA EURO 2016™ the Distribution Amount will be EUR 150 million.

C.6 to agree on the International Match Calendar as outlined in Annex 2 and to apply this calendar for UEFA competitions, subject to the approval of the Calendar by FIFA, the only alternative being the current Calendar;

C.7 to use best endeavours to persuade FIFA to implement the International Match Calendar as specified in Annex 2;

C.8 to use best endeavours to persuade the African Football Confederation to schedule the African Cup of Nations as early as possible in January;

C.9 to ensure, also with the involvement of FIFA where appropriate, that National Associations member of UEFA will comply with the FIFA and UEFA rules regarding club matters and player release;

C.10 to schedule and/or approve all National Team matches (official and friendlies) only in the dates foreseen by the International Match Calendar;

C.11 to safeguard the principle of central marketing by UEFA and redistribution of club competition revenues to the participating and non-participating clubs as currently practised and as stated in Circular Letters No. 59/2011 and 57/2011 and related agreements;

C.12 to offer administrative and logistical support for the administration of ECA and its office in Nyon subject to the acceptance of ECA; and to acknowledge that ECA will be financed with the surplus from the UEFA Champions League;

C.13 to invite representatives of ECA to UEFA's Congress as observers.

D UNDERTAKINGS OF ECA

To facilitate cooperation and to achieve the shared objectives set out in this Agreement, ECA undertakes as follows:

D.1 to recognise UEFA as the governing body of football at European level in accordance with its Statutes;

D.2 to organise itself as an association which is open (i.e. to clubs of all UEFA member associations), democratic (in line with its current Statutes) and transparent (i.e. clear and non-confrontational objectives in its Statutes) and to inform UEFA in advance with respect to any amendment to the ECA Statutes in order to ensure and maintain consistency with the objectives and principles established under this Agreement;

D.3 to ensure that none of its member clubs participate in any competition that is not organised or recognised by UEFA/FIFA;

D.4 to ensure that its member clubs are not members of any other association or grouping involving clubs from more than one country (i.e. one National Association);

D.5 to ensure that its member clubs withdraw support and cease to be party to any existing legal proceedings, and not to support or be party itself to any existing legal proceedings, against UEFA and/or any other National Associations (the latter does not concern purely domestic relations between National Associations and their clubs) brought by themselves or any association or grouping as mentioned in point D.4 above, in particular as regards the player release rule;

D.6 to ensure that its member clubs and itself support national team competitions and comply with the FIFA Regulations on release of players as stipulated in articles E.4 and E.5 (current version or as amended pursuant to the new International Match Calendar coming into force as per Annex 2 and as further described in articles E.4 and E.5); and make no further claims (a) in relation to the cost of insurance of players against UEFA and/or any National Association or (b) in relation to any other matter relating to the release or participation of players to European national teams in general against UEFA and/or any European National Associations for all matches foreseen in the International Match Calendar;

D.7 to respect the International Match Calendar as per Annex 2;

D.8 to accept the principle of central marketing by UEFA and redistribution of club competition revenues to the participating and non-participating clubs as

currently practised and as stated in Circular Letters No. 59/2011 and 57/2011 and related agreements;

D.9 to ensure that itself and its member clubs adhere to the UEFA Club Licensing and Financial Fair Play Regulations and accept their implementation through UEFA;

D.10 to adhere to the UEFA and the FIFA Statutes and regulations (regarding FIFA, subject to articles E.4 and E.5) and to recognise the Court of Arbitration for Sport (hereinafter "CAS") as the sole competent body to decide on sports related disputes (in particular disputes related to disciplinary matters, to the participation in or exclusion from competitions and to the players release rules) between ECA, its member clubs and UEFA (and its members), including for provisional or super-provisional measures, to the explicit exclusion of any State court;

D.11 to acknowledge that compliance with all these conditions is necessary for ECA to be recognised as the sole body representing club interests at European level and therefore as qualified to participate in the UEFA decision-making process and accordingly to ensure that all member clubs of ECA comply with all the conditions contained in this Agreement;

D.12 to invite representatives of UEFA to its General Assembly as observers.

E JOINT UNDERTAKINGS

E.1 The ECA commits that all its clubs comply with the provisions of this Agreement (including its Annexes) and UEFA commits that all its member associations comply with the provisions of this Agreement (including its Annexes).

E.2 The Parties agree in particular to the International Match Calendar as specified in Annex 2.

E.3 The Parties agree that the rules for the release of players to the National Teams, with which they agree to comply, are as specified in Annex 2 or – if not approved by FIFA – in the current FIFA Regulations for the release of players and that if FIFA amends them, the Parties would have to decide if they agree with them or if they would continue to apply the current rules for the European clubs and the National Associations member of UEFA.

E.4 The Parties agree to use best endeavours to persuade FIFA to conclude a similar agreement to this Agreement with the Parties and for the benefits of

FIFA, Confederations, National Associations and Clubs worldwide. If no such similar agreement is concluded, ECA and its member clubs will not – as per 1.8.2014 - and either on the basis of this Agreement or of any other agreement to be concluded in the future between the Parties – be bound to comply with the FIFA Regulations on players release with regard to the release of players for non-European National Associations. For the avoidance of doubt, this Agreement continues to apply in full, in particular with regards to all matches (e.g. qualifiers, friendlies etc.) of European National Associations played on dates specified in the International Match Calendar, until the expiry of this Agreement.

E.5 For the avoidance of doubt, in case as per 1.8.2014 no agreement with FIFA is concluded within the meaning of article E.4, this Agreement shall not serve as a legal basis to oblige ECA and its member clubs towards FIFA and the non-European National Associations (a) to acknowledge any FIFA rules and regulations including FIFA's decisions/changes to the International Match Calendar, nor (b) to be integrated in FIFA Structures or to take part in FIFA club Competitions, other than agreed between UEFA and ECA in this Agreement or otherwise agreed between the Parties (in particular in accordance with article C.2 above). It is for example agreed between UEFA and ECA that the FIFA rules which are necessary for the good running of football (such as e.g. the Regulations for the Status and Transfer of Players) will continue to apply in the relation between ECA and its members and UEFA and the European National Associations, respectively, also after 1.8.2014. This applies for instance also after 1.8.2014, and until the expiry of this Agreement, to the release of players of ECA members for any competition to which the European National Associations will participate.

F ENTRY INTO FORCE, AMENDMENTS AND DURATION

F.1 This Agreement shall enter into force at the date it is validly signed by the Parties.

F.2 Amendments to this Agreement shall be agreed by both Parties and shall be in writing.

F.3 For the avoidance of doubt, none of the above undertakings, acknowledgements or any other provision of this Agreement will enter into force before the signature nor exceed the duration of the Agreement.

F.4 The term of the Agreement will run until 31.5.2018 and cover in particular the UEFA EURO 2012TM and the UEFA EURO 2016TM. In due time prior to the end of the term, the Parties will decide on an extension.

F.5 The Parties have the right to terminate the Agreement with effect to the end of a UEFA club competition season, in case the UEFA ExCo introduces a considerable change of the then valid format of a club competition against a conclusion/finding/position of the CCC presented by the CCC to the UEFA ExCo in accordance with article C.2 above. For the avoidance of doubt, in such a case the payment foreseen in article C.5 above regarding any UEFA EUROs taking place after the effective date of the termination of this Agreement will not be due. For the avoidance of doubt, the termination right as per this article F.5 does not limit or exclude any other right that either party may have under the applicable rules.

F.6 The Parties agree that, following the expiry of this Agreement, they generally intend to continue their cooperation on the basis of this Agreement, unless there are considerable changes in circumstances or the Parties decide otherwise.

F.7 It is the common understanding of the Parties that in order to benefit from the provisions of this Agreement, in particular as regards the payments set out in article C.5 above, any club (whether or not a member of the ECA) must comply with the conditions contained in this Agreement. In this respect, any club wishing to receive payments for its contribution to the success of international competitions, and in particular the successful staging of the UEFA EURO™, may be required to confirm to UEFA that it accepts and complies with the principles established in this Agreement.

G AUTHORITY LANGUAGE

This Agreement has been drawn up in English, French and German. The English text shall be authoritative.

H APPLICABLE LAW AND JURISDICTION

This Agreement is a binding agreement and shall be governed by substantive Swiss law. Disputes arising out of this Agreement shall exclusively be decided by the CAS, Court of Arbitration for Sport, in Lausanne (Switzerland).

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Place, date

For UEFA:

For ECA:

Michel Platini, President

Karl-Heinz Rummenigge, Chairman

ANNEXES:

Annex 1: Insurance against temporary total disablement of players

Annex 2: International Match Calendar

ANNEX 1**INSURANCE AGAINST TEMPORARY TOTAL DISABLEMENT OF PLAYERS**

1. UEFA shall conclude an insurance policy to cover the risk of Temporary Total Disablement (TTD) of players registered for European clubs when released to A-national teams for matches played in the qualifying competitions and final tournaments of the FIFA World Cup, UEFA European Championship and other confederations' championships, as well as any national team friendly matches, even if in the framework of tournaments, provided that all such matches are played on dates of the FIFA International Match Calendar as per Annex 2.

2. The insurance guarantees shall comply with the following cumulative requirements:

UEFA Proposal:

- beneficiaries shall be the European clubs releasing players to any national team of FIFA member associations;
- the guarantee offered shall be against the loss of salary (this latter being defined as the set amount of money paid in weekly or monthly instalments, as stipulated between a club and a player in a contract officially registered with the competent national association or national league, covering the professional sporting performance of the player, to the exclusion of variable amounts, bonuses and amounts due on the basis of the provision of services of a different nature) in any case of temporary total disablement of players resulting from an injury that would occur during the period of release to the national teams, to the exclusion of any other guarantee;
- the insurance shall cover the entire period of the player's release to the national team from the first day until the player is back again with his club, including travels;
- the players' salaries shall be insured up to a maximum of one year from the day of the accident and a maximum of EUR 7,500,000 gross salary per year; parts of salaries exceeding this upper limit shall not be insured nor otherwise indemnified;
- the insurance coverage shall be subject to a deductible period of 28 days. Accidents causing temporary disablement of 28 days or lower shall not be covered by the insurance nor otherwise indemnified. All other accidents shall be covered, taking in consideration an annual player's salary capped at EUR 7,500,000 and divided by 365 and multiplying the result by the number of days of temporary total disablement, minus 28 days.

ECA Proposal:

- beneficiaries shall be the European clubs releasing players to any national team of FIFA member associations;
- the guarantee offered shall be against the loss of salary (this latter being defined as the set amount of money paid in weekly or monthly instalments, as stipulated between a club and a player in a contract officially registered with the competent national association or national league, covering the professional sporting performance of the player, including social charges as covered by the club on top of the gross salary, but to the exclusion of variable amounts, bonuses and amounts due on the basis of the provision of services of a different nature) in any case of temporary total disablement of players resulting from an injury that would occur during the period of release to the national teams, to the exclusion of any other guarantee;
- the insurance shall cover the entire period of the player's release to the national team from the first day until the player is back again with his club, including travels;
- the players' salaries shall be insured up to a maximum of one year from the day after the excess period (= date of injury + 27days) and a maximum of EUR 7,500,000;
- the insurance coverage shall be subject to an excess period of 28 days, whereby the *dies a quo* is the day on which the injury occurred. Accidents causing temporary disablement of 28 days or lower shall not be covered by the insurance. All other accidents shall be covered, taking in consideration at a maximum amount of EUR 7,500,000.

Both the UEFA and the ECA Proposals shall be discussed with insurance companies and/or brokers in order to find the best possible insurance coverage within the limits of the foreseen budget.

3. The insurance guarantee shall take effect as of the final tournament of EURO 2012TM and last until 31 May 2018.

4. UEFA shall appoint, after consultation with ECA, as soon as possible an insurance company or broker to implement this insurance and carry it out.

5. The obligations included in this Annex will become null and void in the event that FIFA concludes an insurance policy offering equivalent coverage to National Associations and clubs.

ANNEX 2**INTERNATIONAL MATCH CALENDAR**

1. Subject to FIFA approval, the new International Match Calendar pattern (Status Quo Plus) shall enter into force immediately after the FIFA World Cup 2014 Brazil final tournament and last – with no amendments – at least until 31 May 2018.
2. It shall include 9 double headers over a period of two years, as follows (see example in Annex 2.a):
 - Year 1 (e.g. 2014/15): double headers in September, October, November, March, June;
 - Year 2 (e.g. 2015/16): double headers in September, October, November, March;
 - In addition, one double header in early June of the UEFA EURO™-year, i.e. 2016, exclusively for the non-European associations and subject to a global agreement with FIFA on similar grounds as the present MoU. This double header shall be used for qualification games.
3. Double headers are defined as periods of 9 days starting on a Monday morning, and ending on Tuesday night the following week, which are reserved to national teams' activities, including a preparation period and a maximum of 2 matches played by each national team, irrespective of whether these matches are qualifiers or friendlies. National team matches can be staged any day as from Wednesday within the release period, provided that a minimum of two full days are left between matches of the same team. Players will travel to their national teams on Monday morning at the latest and travel back to their clubs the following week on Wednesday morning at the latest.
4. For European national teams, if the second match of a double header is a friendly, it has to be played in Europe. UEFA undertakes to use best endeavours to persuade FIFA to amend FIFA's regulations to stipulate that all national teams have to play the two matches of any double header on the territory of the same confederation.
5. FIFA's and Confederations' final tournaments shall be organised on dates which are not set out in the International Match Calendar but shall be sanctioned by FIFA. Such tournaments shall generally be played between early June and mid-July. In some cases the confederations may stage final tournaments in January/February. For such cases, reference is made to article C.8 of this Agreement. It is further understood that, in the "Status Quo Plus" International Match Calendar, the release of players for the final tournaments shall be compulsory as from the Monday on the week prior to the week in which the final tournament starts, i.e. if the start is foreseen on a Friday the release

period starts on the Monday of the preceding week, i.e. 12 days beforehand. Finally, the Parties shall endeavour to persuade FIFA to amend its regulations so that players must be released for a maximum of one final tournament per year once a player has been called up for the national A-team.

6. For the avoidance of doubt, the release of players shall be compulsory for A-national team matches played on the dates of the International Match Calendar. ECA and its member clubs agree with this provision for all UEFA member associations.
7. ECA and its clubs agree that the release of players for the UEFA EURO™ final tournaments is compulsory and, if an agreement will be found with FIFA also for the other Confederations' final tournaments. UEFA and all its member associations agree that the release of players for matches played by national A-teams outside of the International Match Calendar is not compulsory.