



# Education Programme

UEFA Research Grant Programme  
Declaration Toward UEFA



## Declaration toward UEFA

Before embarking on their research project, researchers who are awarded a UEFA research grant have to sign the following declaration and abide with the obligations set out below.

This declaration is made to the **Union of European football Associations (“UEFA”)**, **Route de Genève 46, 1260 Nyon, Switzerland,**

by **[Name and address] (“Researcher or I”)**

as follows:

### Confidentiality

I, \_\_\_\_\_, understand that access to privileged documentation shall be granted to me by UEFA at its sole and exclusive discretion.

I shall keep any information disclosed (whether before or after the date of this Declaration, in writing, orally or otherwise, directly or indirectly) by UEFA and its affiliates (“Confidential Information”) confidential. I shall exercise due care and take the necessary security measures in relation to the Confidential Information to keep this information safe and confidential. I shall not use any Confidential Information and will not copy, alter, modify, transfer or communicate any Confidential Information. No right of licence is granted to me in relation to Confidential Information.

I shall, within three days of receipt of a written request from UEFA, (i) return to UEFA all Confidential Information and all parts of any documents and other material in my possession, custody or control that bear or incorporate any UEFA’s Confidential Information in whole or part; and (ii) take reasonable steps to expunge all Confidential Information (and any copies that may have been made) from any computer, word processor or other device containing Confidential Information.

I acknowledge and agree that this Declaration does not obligate UEFA to disclose any Confidential Information or to negotiate or enter into any form of future Declaration or relationship.

## Data Protection

I commit to respect any data-protection instructions issued by UEFA.

I commit, in particular, not to bring to the attention of or transmit to third parties any data on UEFA members and/or partners (associations, clubs, players, officials, sponsors, etc.) or any other identifiable data concerning UEFA activities which is not publicly available.

Data, as well Confidential Information, refers in particular to contract-related information, TV rights, referee appointments, disciplinary cases, fines, and the financial situation and policy-related objectives of UEFA.

## Intellectual Property Rights

I acknowledge and agree that UEFA shall get a free, unlimited, non-exclusive and non-transferable licence on any and all intellectual property rights which will be created, developed and/or used in the course of my Research, including without limitation any rights to the Research Material, and that such intellectual property rights do not and will not infringe the rights of any third party. As deemed necessary, I hereby assign to UEFA such a licence right to any Intellectual Property arising from my Research and the Final Report.

I shall fully indemnify, hold harmless and defend UEFA against any and all claims and/or liabilities, damages, costs and expenses (including but not limited to attorney's fees) arising from or relating to any claim against UEFA concerning alleged infringements of any patent, trademark, copyright or other right of a third party as a result of, or in connection with, my Research.

## Restriction of Publication and Public Presentation

Nothing in this Declaration shall prevent me from providing the Final Report to examiners for assessment, the only restriction being that UEFA may require the Final Report to be submitted to the examiners in confidence.

Prior to any Publication and/or Public Presentation, including but not limited to a Publication arising from the Final Report, I and any other authors wishing to publish or communicate information shall forward full details of the proposed Publication or Presentation to UEFA in writing, together with a request for permission to publish or present the information.

Within thirty (30) days of receipt of any such request, UEFA shall notify me of whether permission has been granted, denied, delayed or subjected to conditions. Grounds for decision need not be given.

UEFA can, at its absolute discretion:

- Grant permission, including permission subject to binding conditions;
- Deny permission;
- Delay permission;
- Suggest alterations to the Publication.

If UEFA fails to notify me of any decision within thirty (30) days of receipt of my request, then I and any other authors will be entitled to proceed to publication and/or presentation.



Unless UEFA decides otherwise, I shall mention, in a manner to be approved in advance by UEFA that I benefited from a UEFA Research Grant in any Publication or Public Presentation connected to my Research financially supported by UEFA.

## Scholarship / Financial Support

I, \_\_\_\_\_, understand that a UEFA Research Grant has been awarded to me in order to support me in my Research about \_\_\_\_\_ and the completion of the Final Report.

The total net amount of this UEFA Research Grant is EUR \_\_\_\_\_ payable in a number of instalments in accordance with Annex 1.

Accepting this UEFA Research Grant means that I agree to the terms of this Declaration, in particular but not limited to the facts that:

I shall serve a role model and promote excellence through my work.

I will finish my Research and complete the Final Report before 31 March 2013.

The Final Report shall comply with the specification defined in Annex 2.

All work will be submitted on time and will be acceptable as far as legibility and content are concerned.

If I think, or could reasonably be expected to have thought, that the Final Report may not be completed within the Timeframe defined above, I shall:

1. Advise UEFA of this; and
2. Provide a new timetable setting out the expected Timeframe.

Upon receipt of such advice, UEFA may:

1. Agree to the new timetable; or
2. Terminate the UEFA Research Grant.

All costs associated with my Research, as well as taxes and other expenses, are mine. I shall be responsible for all the necessary investment and infrastructure costs to ensure that the Final Report is delivered to the highest quality and professionalism standards required by UEFA.

Having made a personal assessment of my circumstances, I am able to make the commitment needed to complete the Final Report. I understand the amount of time and effort required.

## Re-payment

I further understand that if I do not abide by the present terms, I will become responsible for repaying the UEFA Research Grant amount in full. If funds are not repaid, UEFA may seek reimbursement through legal proceedings and may report the outstanding debt to a credit reporting agency.

## Termination of the UEFA Research Grant

I accept that UEFA may terminate the UEFA Research Grant with ten (10) days written notice if:

- my progress with my Research is deemed unsatisfactory by UEFA;
- I discontinue my Research prior to completion of the Final Report;
- I am in breach of any provision of this Declaration.

In case of early termination, the re-payment clause shall apply.

## Warranties and Restriction

I warrant that, at the date of signing this Declaration, no conflict of interest exists or is likely to arise in the performance of my obligations under this Declaration.

If a conflict of interest arises during the term of my Research, I will immediately notify UEFA that such a conflict exists.

I shall personally perform the Research.

I shall not damage the reputation and rights of UEFA in any diligent manner related to my Research and the Final Report.

I acknowledge and warrant that I shall not use any marks, including but not limited to trade or service marks or logos belonging to UEFA. I further acknowledge and accept that I shall have absolutely no rights in this respect and cannot associate myself in any manner whatsoever directly and/or indirectly, with UEFA or any of UEFA's competitions, events and/or activities.

I shall not be entitled to communicate, for promotional or advertising purposes, the name of UEFA or of one of its competitions, events and/or activities, including but not limited to promotional and marketing campaigns.

I shall not take any steps or make any filing or registration concerning intellectual property rights, including but not limited to trademarks, logos, patents or Internet domain names, in connection with UEFA or the present Declaration.

I acknowledge and agree that there is no joint venture, partnership, employment contract, agency or fiduciary relationship existing between the UEFA and myself and that the Parties do not intend to create any such relationship by executing this Declaration.



## Applicable Law and Jurisdiction

My obligations and responsibilities under this Declaration shall survive the expiration of this Declaration. A variation of this Declaration is valid only if it is in writing and signed by both Parties.

This Declaration shall be governed and construed in accordance with the Laws of Switzerland, without regard to its choice-of-law principles. The exclusive place of jurisdiction shall be the courts of Nyon, Switzerland.

By signing this Declaration, I agree that it is a fair and binding Declaration. I understand and agree to all terms of the Declaration and will work adamantly to adhere to them.

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**Researcher's Name**

**Signature**

**Date**

### Annex 1

The total amount of the UEFA Research Grant is EUR\_\_\_\_\_ payable in three instalments in accordance with the following schedule:

One third of the total amount (EUR\_\_\_\_\_) to be paid at the beginning of the research project (June 2012) after "Declaration toward UEFA" has been signed by beneficiary.

One third of the total amount (EUR\_\_\_\_\_) to be paid half-way through the research project (January 2013) following the approval of the Intermediary Report by UEFA (to be submitted by 30 November 2012 at the latest).

One third of the total amount (EUR\_\_\_\_\_) to be paid at the end of the research project (June 2013) following the submission of the Final Report (to be submitted by 31 March 2013 at the latest) and presentation of the research study at UEFA HQ.

### Annex 2

The minimal specifications of the Final Report must correspond to the submitted proposal and should take into consideration the advise proposed by the Jury and UEFA.

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