

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 Memorandums of Understanding on 21 January 2008 and on 22 March 2012 with which they established the 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 2012 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 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 5 February 2013 (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 UEFA Executive Committee (hereinafter the "UEFA ExCo"), in accordance with UEFA Statutes. A first participation shall start after the UEFA Congress 2015: ECA shall designate 2 delegates that will participate without voting rights at the meetings of the UEFA ExCo, as representatives of the clubs. Subject to the approval of the principle by the UEFA Congress 2015, UEFA undertakes to implement at the following UEFA Congress the necessary statutory changes to introduce and define the

modalities of the presence of the club representatives in the UEFA ExCo as full members.

- 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 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 or potentially newly to be created Club Football Council (hereinafter "CCC"): the members shall be representatives of clubs, with a nomination process to be agreed by the Parties and the members ratified by the UEFA ExCo (except for the chairman and deputy chairman who shall be members of the UEFA ExCo). 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). Finally, the CCC shall be consulted on any other matter having an impact on club competitions, including financial, marketing and disciplinary matters;

C.3 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.4 to distribute every four years an amount (hereinafter the "Distribution Amount") from the UEFA European Football Championship (hereinafter the "UEFA EURO™") benefits to national associations for them to pass on to their clubs who have contributed to the successful staging of a UEFA EURO™ 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 as approved by the UEFA ExCo in September 2014 for application to the UEFA EURO 2016™. The Parties can agree on new specific distribution criteria based on fair and democratic principles, prior to the UEFA EURO 2020™ final tournament. For the avoidance of doubt, the Distribution Amount as well as the FIFA Club Protection Programme, 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 2016™ the Distribution Amount will be EUR 150 million.

For the UEFA EURO 2020™ the Distribution Amount will be 8% of the gross revenue from the UEFA EURO 2020™ final tournament, with a minimum of EUR 200 million.

C.5 to use best endeavours to persuade the African Football Confederation to schedule the African Cup of Nations as early as possible in January;

C.6 to respect the international match calendar as per Annex 2 of this Agreement (hereinafter the "International Match Calendar"), including Annex 1 of the FIFA Regulations on the Status and Transfer of Players (hereinafter the "FIFA RSTP"), as currently drafted. Article E.3 and E.4 of this Agreement remain reserved;

C.7 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.8 to schedule and/or approve all National Team matches (official and friendlies) in accordance with the International Match Calendar;

C.9 to safeguard the principle of central marketing by UEFA and redistribution of club competition revenues to the participating and non-participating clubs as jointly agreed by the Parties in accordance with Annex 1 and ratified by the UEFA ExCo on 22/23 March 2015 (see Annex 1);

C.10 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.11 to consider appointing, when deemed relevant, club representatives nominated by the ECA and ratified by the UEFA ExCo to other UEFA Committees and bodies;

C.12 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 with any of its teams 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 European 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 content of FIFA Regulations on release of players currently in force as stipulated 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. For the avoidance of doubt, the obligations of ECA and all its member clubs to comply with the FIFA Regulations on release of players (currently in force) as per this article D.6 do apply independently on whether said FIFA Regulations on release of players are declared – partially or fully – null and void by any court;

D.7 to respect the International Match Calendar as per Annex 2 of this Agreement, including Annex 1 of the FIFA RSTP, as currently drafted. Article E.3 and E.4 of this Agreement remain reserved;

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 jointly agreed by the Parties as per Annex 1 and ratified by the UEFA ExCo on 22/23 March 2015 (see Annex 1);

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 to this Agreement, including Annex 1 of the FIFA RSTP, as currently drafted.

E.3 The Parties agree that the rules for the release of players to the National Teams and the International Match Calendar, with which they agree to comply,

are as specified in Annex 1 of the current FIFA RSTP and Annex 2 of this Agreement, respectively. Should FIFA unilaterally amend the above rules and/or calendar and either of the Parties could not agree to the new rules and/or calendar, the Parties hereby agree to continue to comply with the current rules and the International Match Calendar, respectively, 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 – 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. The Parties thus underline that the FIFA Regulations on players release and the International Match Calendar, as per Annex 2, will be complied with by the ECA and its member clubs with regard to European National Associations, even if no agreement is concluded between FIFA and the ECA and even in the case that the FIFA RSTP should be declared – partially or fully – null and void. In other words, for the mentioned matches of European National Associations, ECA and its member clubs will comply with the FIFA RSTP rules currently in force independently on whether such rules have been declared null and void or not.

E.5 For the avoidance of doubt, in case 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 FIFA RSTP) will continue to apply in the relation between ECA and its members and UEFA and the European National Associations, respectively. This applies for instance also 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.

E.6 The Parties agree to promote good governance models in National Associations, which involve stakeholders and, in particular clubs, in the decision making process.

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 31.5.2022 and cover in particular the UEFA EURO 2016™, the UEFA EURO 2020™ and all matches played by European National teams until 31.5.2022. 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 of a substantial breach of this Agreement without having been remedied within a reasonable period of time as well as 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.4 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.4 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

Annex 1: Model of redistribution of club competition revenues

Annex 2: International Match Calendar

ANNEX 1 - MODEL OF REDISTRIBUTION OF CLUB COMPETITION REVENUES

1. The UEFA club competition revenues consist of all revenues generated by:
 - a. The Commercial Rights, as defined in art. 2.01. a of the UEFA Champions League and UEFA Europa League regulations, 2015/18 cycle;
 - b. The sales of ticketing and hospitality packages of the UEFA Champions League, UEFA Europa League finals and the UEFA Super Cup match.
2. In each football season, from the revenues mentioned in paragraph 1 above, the following deductions are operated:
 - a. 12% of the gross amount, to cover the competitions' operational costs;
 - b. 8.5% of the gross amount, to be distributed to:
 - i. clubs of the leagues which have one or more representatives in the UEFA Champions League group stage (4%);
 - ii. clubs of the leagues not represented in the UEFA Champions League group stage (1%);
 - iii. clubs eliminated in the qualifying rounds of the UEFA Champions League or UEFA Europa League (3.5%).
3. The amounts mentioned in paragraph 2 are withheld by UEFA, which takes care of all costs related to the organisation of the competitions and any related sales. The UEFA Club Competitions Committee defines details related to the solidarity payments to clubs listed under 2.b and submits a recommendation to the UEFA Executive Committee for validation.
4. The net revenue resulting after deduction of the amounts under 2.a and 2.b, is split between clubs participating in the UEFA club competitions (The Clubs) and UEFA as follows:
 - a. 92% to the Clubs, of which:
 - i. 70.6% to clubs participating in the UEFA Champions League;
 - ii. 21.4% to clubs participating in the UEFA Europa League;
 - b. 8% to UEFA.
5. The UEFA Club Competitions Committee defines the detailed distribution of amounts to the Clubs, in their respective competitions, and submits a recommendation to the UEFA Executive Committee for validation.

ANNEX 2 - INTERNATIONAL MATCH CALENDAR

1. The international match calendar for the period 2014-2018 is the one currently in force as attached to the FIFA Circular letter n.1355 of 6 May 2013 and published on fifa.com. More notably, international windows are as follows:

- 2014:
 - 1-9 September
 - 6-14 October
 - 10-18 November
- 2015
 - 23-31 March
 - 8-16 June
 - 31 August-8 September
 - 5-13 October
 - 9-17 November
- 2016
 - 21-29 March
 - 30 May-7 June (non-UEFA only)
 - 29 August-6 September
 - 3-11 October
 - 7-15 November
- 2017
 - 20-28 March
 - 5-13 June
 - 28 August-5 September
 - 2-10 October
 - 6-14 November
- 2018
 - 19-27 March

2. The final tournament of the UEFA EURO 2016™ will be played between 10 June and 10 July 2016. The dates of the final tournament of the UEFA EURO 2020™ will be determined accordingly, *mutatis mutandis*, by UEFA, in the period June/July 2020.

3. For the period 2018 (after the FIFA World Cup) until 31 May 2022, the Parties agree that the international match calendar shall be structured on the same principles and follow the same pattern as for 2014-2018, unless modified by FIFA and agreed by the Parties. More notably:

- a. Structured in two-year cycles
- b. 9 double dates per cycle organised in international windows lasting from Monday to Tuesday of the following week
- c. One additional double date in June 2020 for all confederations except UEFA
- d. International windows in principle as follows:
 - 2018/19 Sep/Oct/Nov/Mar/Jun
 - 2019/20 Sep/Oct/Nov/Mar + Jun (non-UEFA)
 - 2020/21 Sep/Oct/Nov/Mar/Jun
 - 2021/22 Sep/Oct/Nov/Mar
- e. Final tournaments of the FIFA World Cup and Confederations' continental championships to be added, as applicable.