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**MEMORANDUM OF UNDERSTANDING**

**between**

**THE UNION OF EUROPEAN FOOTBALL ASSOCIATIONS**

**(hereinafter referred to as “UEFA”)**

**and**

**THE ASSOCIATION OF EUROPEAN  
PROFESSIONAL FOOTBALL LEAGUES**

**(hereinafter referred to as “EPFL”)**

**(hereinafter jointly referred to as “the Parties”)**

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## **PREAMBLE**

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### **Whereas:**

- UEFA is the football governing body at European level with a membership of 55 national football associations (the “UEFA National Associations”), in accordance with and within the limits of its Statutes;
- EPFL is the association representing the interests of the professional football leagues at European level with a membership of 32 member leagues and associations of clubs (the “EPFL Member Leagues”) from 25 UEFA National Associations in accordance with its Statutes;
- UEFA and EPFL have concluded Memoranda of Understanding on 2<sup>nd</sup>/19<sup>th</sup> March 1998, on 6<sup>th</sup> June 2005 and on 20<sup>th</sup> March 2012 in which they established the basis for their cooperation. The Memorandum of Understanding previously in force was terminated by the EPFL and effectively expired on 15 March 2017;
- UEFA and EPFL recognise that maintaining competitive and financial balance is essential in order to foster the sustainable development of European football.

NOW THEREFORE, the Parties have agreed to enter into this new Memorandum of Understanding.

## **1. OBJECTIVES**

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The Parties are committed to:

- (a) Promoting and reinforcing their cooperation with particular regard to the sustainable development of professional football in Europe.
- (b) Discussing and cooperating with a view to protecting and enhancing competitive balance, both in domestic and UEFA club competitions, in accordance with the principle of solidarity in order to guarantee a sustainable and fair redistribution system in the overall interest of European football.
- (c) Ensuring the implementation of good-governance principles so that the views of the EPFL Member Leagues are properly represented in the decision-making process of UEFA and that those of UEFA are taken into account in the decision-making process of the EPFL and the EPFL Member Leagues.
- (d) Cooperating and negotiating on topics of common interest, including the coordination of fixture lists and the interaction between domestic and UEFA club competitions.

## **2. UNDERTAKINGS OF UEFA**

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

### ***Governance***

2.1. To involve the EPFL in UEFA's decision-making process, in accordance with good-governance principles. In particular, UEFA shall ensure the participation of EPFL representatives in:

- (a) The UEFA Executive Committee where, subject to the approval of the principle and the necessary statutory changes by the UEFA Congress, the EPFL shall be granted full membership;
- (b) The UEFA Professional Football Strategy Council, where the EPFL shall be represented by 4 members, in accordance with the UEFA Organisational Regulations; and
- (c) Other relevant UEFA bodies, committees or working-groups, such as the UEFA Club Competitions Committee, the UEFA Players' Status, Transfer and Agents and Match Agents Committee, the UEFA Club Licensing Committee and the UEFA Stadium and Security Committee. In these UEFA bodies, committees or working-groups where it participates, the EPFL shall be granted full membership.

For the avoidance of doubt, the EPFL representatives will be appointed by UEFA upon nomination by the EPFL.

2.2. To invite EPFL representatives to the UEFA Congress.

2.3. To not support, initiate or otherwise involve itself directly or indirectly in any legal or other proceedings in opposition to the EPFL (without prejudice to the terms of Clause 8.2 of this Agreement).

2.4. To abstain and to ensure that the UEFA National Associations abstain from jointly organising or making any arrangement with a view to organising any cross-border sporting competitions or tournaments without the full involvement of the concerned EPFL Member Leagues (where they exist).

### **Competitions**

2.5. To ensure that any decisions modifying the UEFA Match Calendar are made with the agreement of the EPFL and with due regard to any issues raised by the EPFL, at all times in the spirit of cooperation anticipated in this Agreement.

2.6. To ensure that decisions affecting:

- (a) international competitions formats;
- (b) financial revenue distribution in UEFA club competitions;
- (c) financial solidarity payments from UEFA club competitions;
- (d) the redistribution of a proportion of revenues (from the sale of commercial rights) of the UEFA club competitions as solidarity for youth development to non-participating clubs;
- (e) the UEFA club licensing system; and
- (f) quotas of players for UEFA club competitions,

are made by UEFA following a proper consultation with the EPFL.

### **3. UNDERTAKINGS OF EPFL**

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

#### ***Governance***

- 3.1. To ensure that all EPFL Member Leagues are officially recognised by their respective UEFA National Associations. For the avoidance of doubt, all EPFL Member Leagues shall acknowledge the nature of their relationship towards their respective National Associations with regard to the football pyramid, fully respecting them and implementing their statutes, regulations and decisions where applicable.
- 3.2. To ensure that no combinations or alliances between EPFL Member Leagues may be formed with a view to pursuing objectives contrary to the terms of this Agreement.
- 3.3. To not support, initiate or otherwise involve itself directly or indirectly in any legal or other proceedings in opposition to UEFA (without prejudice to the terms of Clause 8.2 of this Agreement).
- 3.4. To invite UEFA representatives to the EPFL General Assembly.
- 3.5. To ensure that UEFA is properly consulted by the EPFL and is offered the possibility to present its views on matters likely to affect UEFA club competitions.

#### ***Competitions***

- 3.6. To abstain and to ensure that the EPFL Member Leagues abstain from jointly organising or making any arrangement with a view to organising any supra-national sporting competitions, tournaments or football matches.
- 3.7. To ensure that individual clubs taking part in unauthorised sporting competitions or tournaments and/or electing to leave the established structures of European football and, in particular, participating in rival competitions to those organised by UEFA, are not allowed to compete in their domestic championships organised by the relevant EPFL Member League and may also be subject to additional sanctions.
- 3.8. Subject to Clause 3.9, to ensure that EPFL Member Leagues abstain from scheduling top division matches on dates which are reserved for UEFA club competition matches, in accordance with the UEFA Match Calendar.
- 3.9. Without prejudice to the generality of Clause 3.8, EPFL Member Leagues may be allowed to schedule matches on dates reserved for UEFA club competitions when no other date could be found under the following exceptions:

Top division matches, which had to be postponed due to force majeure or to other reasons beyond the reasonable control of the concerned EPFL Member League, may be rescheduled on dates reserved for UEFA club competition matches, upon agreement with UEFA, when it appears that no real alternative exists.

If such matches are not to be broadcast domestically and/or internationally, no restriction applies as to their kick-off time.

If such matches are to be broadcast domestically and/or internationally, they shall be scheduled in such a way that they are terminated at least 15 minutes before the kick-off of the UEFA club competition matches, subject to UEFA's approval on a case by case basis.

The following non-exhaustive list of circumstances are considered to be "out of the control" of the concerned league:

- Adverse weather conditions;
- Strike and civil unrest;
- Sudden unavailability of a stadium;
- Decision of a competent state authority to move a match;
- Participation of clubs in the FIFA Club World Cup;
- When UEFA itself reschedules matches at dates which are reserved for domestic competitions; and
- If there are no alternative dates available for a club to meet its fixture commitments in order to avoid that a player has to play 2 matches within 72 hours due to the scheduling of a competition sanctioned by FIFA, UEFA and a National Association.

In such cases, the UEFA Administration must be consulted at least 3 days before the decision to reschedule the domestic match in question has to be taken by the concerned EPFL Member League with a view to coming to an agreement on the date and time for such match.

UEFA shall consider requests for kick-off time slots overlapping with UEFA competition matches on a case-by-case basis and undertakes to strive to find a positive solution, depending on all circumstances of each individual case. Specifically, the Western European time zone is a factor to be taken into consideration for the granting of such requests.

3.10. To ensure that top division matches scheduled on the date of the UEFA Champions League final are terminated at least one hour prior to the kick-off of the UEFA Champions League final.

3.11. To respect the International Match Calendar and to abstain from scheduling matches on dates where international matches are played.

#### **4. RELATIONSHIP OF THE PARTIES**

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The Parties have a duty of mutual respect and shall ensure to behave in a manner that is consistent with the objectives of this Agreement.

## **5. ENTRY INTO FORCE, DURATION AND AMENDMENTS**

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- 5.1. This Agreement shall enter into force on the date of its signature by the Parties.
- 5.2. The term of this Agreement will run from the date of signature until 31 May 2022. In due time prior to the end of the term, the Parties will discuss an extension.
- 5.3. This Agreement may only be amended, modified or varied by a written agreement signed by the Parties.

## **6. DISPUTES**

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- 6.1. The Parties agree that should any dispute arise between them in relation to this Agreement, they shall meet as soon as practicable and negotiate in good faith with a view to resolving the dispute.
- 6.2. Any dispute arising under this Agreement, which is not settled by direct negotiations of the Parties, may be resolved by appropriate legal proceedings in accordance with the provisions of Clause 8.2 of this Agreement.

## **7. TERMINATION**

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A Party shall have the right to terminate this Agreement with immediate effect if the other Party has committed a substantial breach of this Agreement and such breach has not been remedied within a reasonable period of time.

## **8. APPLICABLE LAW AND JURISDICTION**

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- 8.1. This Agreement is binding on the Parties and shall be governed by Swiss law.
- 8.2. Disputes arising out of this Agreement shall exclusively be decided by the Court of Arbitration for Sport ("CAS") in Lausanne (Switzerland).

Signed in \_\_\_\_\_ on \_\_\_\_\_ 2017.

**FOR UEFA**

**FOR EPFL**

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Aleksander ČEGERIN  
President

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Lars Christer OLSSON  
Chairman