MEMORANDUM OF UNDERSTANDING
for the purpose of collaboration
between the European Police Office (Europol) and the
Union des Associations Européennes de Football
(UEFA)

The European Police Office
Represented for the purposes of this Memorandum of Understanding by
Mr Rob Wainwright, Director, and hereafter referred to as ‘Europol’,

and

The Union des Associations Européennes de Football
Represented for the purposes of this Memorandum of Understanding by
Michel Platini, President, and hereafter referred to as ‘UEFA’,

Hereinafter collectively referred to as the ‘Parties’ or individually as the ‘Party’,
Have agreed as follows:

1. Objective

1.1. The purpose of this Memorandum of Understanding is to establish a mutual framework for cooperation between Europol and UEFA.

1.2. The establishment of a mutual framework for cooperation will facilitate the cooperation between the Parties in areas of common interest as referred to in Point 3, with the aim to fight the phenomena of match-fixing of football in Europe, to improve mutual coordination and to ensure greater complementarity.

2. Scope

2.1. The scope of this Memorandum of Understanding includes the provision of expertise in the areas of match-fixing in football and related organised crime as well as the exchange of information related to those areas.

2.2. Any personal data related to football match-fixing or to any other type of crime can only be exchanged in accordance with the applicable provisions in Europol’s legal framework and its operational cooperation agreements with third states.

2.3. This Memorandum of Understanding does not create legally binding obligations, nor does it supersede any legal obligations on either party.

3. Activities

3.1. Exchange of knowledge and support

Europol and UEFA, in accordance with their respective mandates, may:

a) engage in joint endeavours and cooperation in the implementation of projects related to the designated common areas of interest;

b) appoint, upon the invitation of the other, a representative or representatives of an appropriate level and with the appropriate expertise to activities or events organised by the other, with the aim of contributing to and supporting the overall activity/programme related to the designated common areas of interest;

c) provide expertise from UEFA to Europol and exchange statistical data or trends relating to football match-fixing material generally between the two Parties;
d) provide expertise from Europol to UEFA and its member associations on key aspects of contemporary international criminal organisation in the area of match-fixing and advise on how organised crime activities can be responded to, avoided or actively prevented;

e) support each other in match-fixing training and education programmes as requested;

provide liaison regarding their individual relations with the law enforcement bodies of Europol member states and with UEFA member associations respectively.

3.2. Exchange of information

Europol and UEFA, in accordance with their respective mandates, may:

a) as requested, exchange information about suspected match-fixing cases and existing, emerging or planned techniques by criminals and criminal organisations to compromise European football. Exchange of personal information is subject to the conditions laid out in Article 2.2 above;

b) agree on specific procedures for the exchange of information.

3.3. Mutual coordination

Europol and UEFA, in accordance with their respective mandates, may:

a) inform each other about the implementation of their respective mandates in the area of match-fixing in football;

b) inform each other prior to public announcements (press releases, press conferences) in the area of match-fixing and concerning both their respective mandates;

c) inform each other on their programmes of potential interest in order to identify possibilities for joint activities and mutual contributions;

d) conduct consultation meetings upon the initiative of either Europol or UEFA with the aim of evaluating the cooperation progress and opportunities.
4. Practicalities

4.1. Each Party is responsible for its own actions and its own costs associated with this Memorandum of Understanding and with the use of the information exchanged.

4.2. Each Party agrees to take all necessary measures to maintain the confidentiality of information provided by the other Party, including where it involves their representatives, employees, sub-contractors and, more generally, their officers.

4.3. Each Party will respect the name and reputation of the other, and will consult the other Party regarding any publicity or external reference to this Memorandum of Understanding as well as any activities under its provisions.

4.4. The Parties do not intend that any agency or partnership relationship be created between them by this Memorandum of Understanding and neither Party may bind the other in any way.

4.5. Neither Party may assign or cede any provisions of this Memorandum of Understanding to any other entity without the prior written consent of the other Party.

4.6. Amendments to this Memorandum of Understanding must be agreed mutually by the Parties in writing.

5. Points of contact

Europol and UEFA appoint the following points of contact for the implementation of the provisions of this Memorandum of Understanding:

Europol
Mr David Ellero
Senior Specialist
Europol Operations Dept.

UEFA
Dr Emilio Garcia
Head of Disciplinary and Integrity
Legal Services

6. Termination

This Memorandum of Understanding may be terminated by either Party at one month’s written notice.
7. Entry into force and signatures

This Memorandum of Understanding enters into force on the day it is signed by the last Party.

8. Signatures

This document is signed in two original copies in English.

Rob Wainwright  
Director  
Europol

Michel Platini  
President  
UEFA

Place and date:  
Nyon, 27 May 2014

Signature:  

Place and date:  
Nyon, 27 May 2014

Signature:  

___________________________  
____________________________