



Host City Agreement

for the Final Tournament of the 2017-19 UEFA European Under-21 Championship

for the Host City of

Between:

Union des associations européennes de football
Route de Genève 46
1260 Nyon 2
Switzerland
("UEFA")

and

("Host Association")

and

("Host City Authority")

(UEFA, the Host Association and the Host City Authority are collectively referred to as the "Parties" or individually as a "Party")

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Recitals

- a) UEFA invited its member associations to bid for the right to host the Final Tournament of the 2017-19 UEFA European Under-21 Championship and provided bidders with various requirements, regulations, and guidelines.
- b) UEFA considers that the full support and cooperation of all national and local authorities (and their relevant departments and agencies) in the country in which the Host Association is located is a crucial element to the success of the Final Tournament of the 2017-19 UEFA European Under-21 Championship.
- c) This Agreement sets out the terms under which UEFA, the Host Association and the Host City Authority will cooperate in order to ensure the successful and smooth organisation of the Final Tournament of the 2017-19 UEFA European Under-21 Championship in the Host City Territory and confirms the Host City Authority’s full and unconditional acceptance of the Tournament Requirements (as defined below) in respect of all aspects relating to the organisation and staging of certain Matches of the Final Tournament of the 2017-19 UEFA European Under-21 Championship in the Host City Territory.

1 — Definitions and interpretation

1.1 In addition to the terms defined on the title page, in this Agreement, the following words and expressions shall have the following meanings unless the context requires otherwise:

Agreement or Host City Agreement

this agreement, including its Appendices.

Ambush Marketing

the undertaking, without UEFA's consent, of activities (including, for example, marketing, promotional, advertising and public relations activities) that (directly or indirectly) suggest or may create the impression of having been authorised by, or being connected or associated with, UEFA or UEFA's competitions (including the Tournament).

Authorities

any and (where appropriate) all of the airport, police, fire, medical and city authorities, including any other local, regional or national government as well as authorities relevant to the safety, security or hosting of the Tournament in the Host Country and Host Cities.

Bid Agreements

the agreements concluded with or by the Host Association based on the template documents provided by UEFA to the bidders as part of the Bid Requirements, which include the:

1. Staging Agreement;
2. Stadium Agreement;
3. Host City Agreement.

Bid Dossier

the documents completed by the Host Association and returned to UEFA as part of the bid process, being a formal offer of the Host Association to host the Tournament in accordance with the operational, administrative, commercial, infrastructure, facilities and logistical requirements for hosting the Tournament as required by UEFA in accordance with the Tournament Requirements.

Bid Dossier Template

the document provided by UEFA to the Host Association as part of the Bid Requirements, which sets out the guidelines on how the Bid Dossier must be formatted to be accepted, how the provided forms must be completed, how the supplementary documents must be provided and how the agreements must be signed.

Bid Requirements

the documents provided by UEFA to the Host Association, which set out the requirements that the Host Association must satisfy to host the Tournament in the Host Country and the basis upon which the bidding member associations are evaluated by UEFA for the selection and appointment of the Host Association which include:

1. the Tournament Requirements;
2. the Bid Dossier Template; and
3. the Bid Agreements.

Clean Site Principle

the principle that, throughout a certain exclusivity period determined by UEFA, certain sites specified by UEFA (including the Official Sites) shall be free of any advertising, branding, logos, marks or other promotional or marketing materials or activities and otherwise free from any other obligations or restrictions which would limit in any way the ability of: (a) UEFA and/or the Host Association from exercising their rights or performing their obligations in connection with the Tournament; and/or (b) the Commercial Partners from exercising the Commercial Rights.

Commercial Partners

any entity to which UEFA grants any Commercial Rights in relation to the Tournament, which entities shall be communicated by UEFA to the Host Association in due course. For the avoidance of doubt, it may also, where the context so requires, include those entities (if any) to whom the Host Association has granted sponsorship rights in relation to the Tournament.

Commercial Rights

any and all commercial rights and opportunities in and in relation to the Tournament including, without limitation, all Media Rights, Marketing Rights and Data Rights.

Confidential Information

the terms of this Agreement and all matters relating to this Agreement and/or its operation as well as all information and/or data of the Parties which is disclosed or otherwise comes into the possession of the Party (whether directly or indirectly as a result of this Agreement) and being of a confidential nature.

Data Rights

means the right to compile and exploit statistics and other data in relation to the Tournament.

Exclusivity Period

the period commencing five (5) days prior to the first Match at the Stadium and ending one (1) day after the final Match at the relevant Stadium.

Fan Zone

an area for the local population, optional for the Host Association to be set up in any Host City, by or in close cooperation with the respective Host City Authority. Fan Zones shall be managed and operated by the Host Association within the parameters defined by UEFA.

Force Majeure

an external, extraordinary and/or unforeseeable event of an insurmountable violence resulting in the breach of a universal duty or obligation and, without prejudice to the foregoing, such events can include: earthquakes, floods, civil wars, acts of terrorism, embargos and closing of borders.

Host Association

the UEFA member association identified on the title page of this Agreement which may be appointed by UEFA to host and organise the Tournament in the Host Country.

Host City

the city in the Host Country identified on the title page of this Agreement which is to host Matches of the Tournament and be entitled to use the title of one of the official Host Cities of the Tournament.

Host City Authority

the governing body of the Host City identified on the title page of this Agreement, which has the power to undertake binding obligations on behalf of such Host City and become party to any agreements concluded in relation thereto.

Host City Concept

the concept developed by the Host City Authority in cooperation with the Host Association, UEFA and any other relevant bodies, which shall detail the organisational concept in connection with the Tournament within the Host City Territory.

Host City Territory

the entire territory administratively within the jurisdiction of the Host City Authority together with any territories which are not within the jurisdiction of such Host City Authority but which are required for purposes of hosting and organising the Tournament in the Host Country and the relevant Host City, and to fulfil the requirements of UEFA and the Host Association related thereto.

Host Country

the country of the UEFA member association appointed by the UEFA Executive Committee to host the Tournament.

Intellectual Property

any and all patents, rights in statistics, information or other data (whether collated or recorded in a database (in whatsoever form or format) or otherwise), database rights (including any sui generis or other rights) and all other legal and beneficial intellectual and industrial property rights (whether registered or not) throughout the world, no matter what such rights may be known as in any particular country in the world, and all applications for the same.

Marketing Rights

means the right to: advertise, promote and market the Tournament; conduct public relations activities to promote the Tournament; and exploit all advertising, sponsorship, hospitality, licensing, merchandising, publishing, betting, gaming, retailing, music and franchising opportunities and all other commercial association rights (including through ticket promotions) in relation to the Tournament. For the avoidance of doubt, Marketing Rights are not Media Rights or Data Rights.

Marks

any and all present and future trademarks, service marks, names, devices, slogans, signatures, characters, designs, logos, footage, images and/or animations (whether registered or otherwise) and any applications for the protection or registration of the same (and all renewals and extensions thereof throughout the world) relating to the Tournament including, without limitation, the official logo, the official trophy, the mascot (if any) and other representations thereof, together with all identifying promotional footage, sounds and music (if any) used with UEFA's authority in connection with the Tournament.

Match

any football match in its/their entirety (including additional time, extra-time and penalty-kick phases, together with all ceremonies before, at half-time and after such match) scheduled to be played within the Host City during the Tournament.

Media Rights

means the right to create, distribute and transmit on a linear and/or demand basis for reception on a live and/or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including, without limitation, all forms of television, radio, mobile, wireless and internet distribution), audio-visual, visual and/or audio coverage of all aspects of the Tournament and all associated and/or related rights, including fixed media, download and interactive rights.

Official Site

any Stadium and any training facility, press centre, the facility for the final tournament draw, any Fan Zone and the site of any of the Tournament events, together with the immediately surrounding and adjacent areas under the control of the site owners, which shall include the VIP and hospitality areas and any other areas that are required in order to comply with the Clean Site Principle.

Safety and Security Concept

the concept developed by the Host Association in cooperation with the Host City Authorities, the Stadium Owners, the relevant Authorities and any other relevant bodies, which shall cover all aspects of safety and security relating to the Tournament in the Host Country.

Stadium

any stadiums at which Tournament Matches will be played, which shall comprise the entire building of the stadium as well as any and all land, facilities and infrastructure within the Stadium Outer Security Perimeter, as required by UEFA to host Matches at such stadium in accordance with the Tournament Requirements.

Stadium Agreement

any of the separate agreements concluded with the respective Stadium Owners of the relevant Stadiums, in the form of the standard Stadium Agreement provided to the Host Association by UEFA.

Stadium Commercial Perimeter

an area outside the Stadium extending from the Stadium Outer Security Perimeter in each direction which will be defined by UEFA on a case by case basis depending on the specificities of the Stadium environment, as set up in accordance with the Stadium Agreement. For the avoidance of doubt, the stadium commercial perimeter shall include all airspace above and any waterways around the Stadium.

Stadium Outer Security Perimeter

the first ticket and accreditation checkpoint at the Stadium. The stadium outer security perimeter may include:

1. all areas to be used by accredited members of the media in connection with the Tournament including media working rooms and the TV compound;
2. commercial display areas for Commercial Partners;
3. hospitality facilities for VIPs, Commercial Partners and UEFA's official hospitality programme;
4. any other facilities at or close to the Stadium which are owned or controlled by the Stadium Owner;
5. the exterior of the Stadium extending to, and including, perimeter fences; and
6. any other facilities defined by the Parties as required to comply with the Clean Site Principle requirements.

Staging Agreement

the agreement between UEFA and the Host Association concluded for the staging and the organisation of the Tournament in the Host Country which, (i) is in the form as provided to the Host Association by UEFA, (ii) which governs the relationship between UEFA and the Host Association with respect to the Tournament and (iii) comes into force upon UEFA's countersignature.

Term

shall have the meaning as set out in Clause 2.4 of this Agreement.

Tournament

the Final Tournament of the 2017-19 UEFA European Under-21 Championship including all official events and activities related thereto due to be held in the Host Country in June 2019. The exact dates will be discussed with the appointed Host Association and confirmed by the UEFA Executive Committee at the latest 18 months prior to the start of the Tournament.

Tournament Requirements

the document provided by UEFA to the Host Association as part of the bid process, which sets out the requirements for hosting the Tournament, including, organisational, commercial, infrastructure, facilities and financial requirements.

UEFA

the Union des Associations Européennes de Football, whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland, which includes UEFA Events SA and may include any existing (or to be created) legal entity in which UEFA is a majority or sole shareholder.

UEFA IPR

the Marks and any and all Intellectual Property relating to UEFA, the Tournament and/or any additional events organised as part of the Tournament, including, the UEFA European Under-21 Championship winners' trophy, the official logos and mascots for the Tournament and other representations thereof, together with all identifying promotional footage, animations, sounds and music (if any) used with UEFA's authority in connection with the Tournament.

1.2 In this Agreement:

- a) words importing the singular include the plural and vice versa;
- b) any phrase introduced by the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- c) the Appendices and the Tournament Requirements (insofar as they apply to the obligations of the Host City Authority) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement; and
- d) any reference: to "Clause" shall mean one of the numbered Clauses from 1 to 10 of the main body of the Agreement; to "Appendix" or "Appendices" (if any) shall mean the relevant Appendix or all Appendices of this Agreement; and to "Paragraph" shall mean the relevant Paragraph of one of the Appendices of this Agreement (if any).

1.3 Save where otherwise stated all consents, approvals, notices, directions and/or instructions that are required to be given or obtained pursuant to this Agreement shall be given in writing.**1.4** Whenever the terms of this Agreement provide for the consent or approval of UEFA to be given or obtained, unless otherwise stated, UEFA shall have an absolute discretion to grant or withhold such consent or approval.

2 — Condition precedent and Term

2.1 By duly signing this Agreement and returning it to UEFA, the Host Association and the Host City Authority:

- a) make an unconditional and irrevocable offer to UEFA to host Matches and organise various additional events of the Tournament within the Host City Territory in accordance with the Tournament Requirements and the terms and conditions of this Agreement; and
- b) agree to cooperate with UEFA for the Tournament in accordance with the terms and subject to the conditions set out in this Agreement.

2.2 The Parties acknowledge and agree that no rights are granted to or obligations conferred upon the Host City Authority unless and until UEFA has appointed the Host Association to host the Tournament in the Host Country, and UEFA has counter-signed and returned this Agreement to the Host Association.**2.3** Upon UEFA's ratification pursuant to Clause 2.2, the Host City shall be deemed to have been chosen as an official Host City of the Tournament as decided by UEFA in its sole discretion and as notified to the Host City Authority and the Host Association at the time of the official announcement of the Host Association as host of the Tournament.**2.4** This Agreement will take effect from the date of its counter-signature by UEFA and will continue until four (4) weeks after the last Match of the Tournament unless terminated earlier in accordance with the provisions of Clause 7 (the "Term").

3 — Representations and warranties

- 3.1 The Host City Authority warrants and undertakes to UEFA and the Host Association that:
- a) it has read, understood and agrees to fully and unconditionally comply with the requirements related to Host Cities as set out in the Tournament Requirements;
 - b) it has the capacity, power and authority to enter into this Agreement and fulfil its obligations;
 - c) if so required under any applicable laws binding the Host City Authority, the execution, delivery and performance of this Agreement by the Host City Authority has been duly and validly authorised by any and all required competent authorities or bodies;
 - d) this Agreement constitutes valid and legally binding obligation of the Host City Authority, enforceable against the Host City Authority in accordance with the terms of this Agreement;
 - e) it fully, and without restrictions, supported the bid by the Host Association to host the Tournament in the Host Country and that it will continue to fully support and cooperate with UEFA and the Host Association regarding the preparation, organisation and promotion of the Tournament and all official related events in the Host City Territory in accordance with the Tournament Requirements;
 - f) all information provided and representations made by the Host City Authority to UEFA during the course of the bidding process (including all information and representations contained in the Bid Dossier or otherwise presented to UEFA prior to execution of this Agreement) are accurate; and
 - g) the Host City Authority has not knowingly withheld from UEFA and/or the Host Association any information relating to the staging and organisation of the Tournament in the Host City or to its bid to be appointed by UEFA to host the Tournament in the Host Country.
- 3.2 The Host City Authority acknowledges and agrees that all requirements and conditions relating to host cities as set out in the Tournament Requirements shall be binding on the Host City Authority and shall be relied upon by UEFA as if they were set out in this Agreement. The Host City Authority shall be solely responsible for ensuring that any requirements in relation to the Matches and events of the Tournament within the Host City Territory as set forth in the Tournament Requirements will be properly implemented at no additional cost to UEFA, as soon as possible following the appointment of the Host Association to host the Tournament in the Host Country.
- 3.3 The Host City Authority acknowledges and agrees that all of the information, representations, statements and other commitments made by the Host City Authority and included by the Host Association in the Bid Dossier shall be binding on the Host City Authority and relied upon by UEFA as if they were set out in this Agreement.
- 3.4 The Host City Authority shall cooperate fully with UEFA and the Host Association to stage and organise the Tournament in accordance with the Tournament Requirements. UEFA will retain control of the format of the Tournament and the Host City Authority will respect UEFA's final decision regarding the dates, times and venues for all Matches of the Tournament, which may be modified by UEFA at any time.

4 — UEFA's requirements for the Tournament

- 4.1 The Host City Authority acknowledges and agrees that it will host Matches and organise events of the Tournament in the Host City Territory in accordance with:
- a) the terms and conditions of this Agreement;
 - b) the requirements related to host cities as set out in the Tournament Requirements;
 - c) the representations, warranties, guarantees, assurances and other promises made by the Host Association, in agreement with the Host City Authority, in relation to the Host City Territory as set out in the Bid Dossier;

- d) specific, competition-related regulations insofar as such regulations apply to the Host City Authority or any activities related to hosting the Tournament within the Host City Territory. Such regulations shall include the Regulations of the 2017-19 UEFA European Under-21 Championships, Safety and Security Regulations and Medical Regulations; and
- e) such other reasonable guidelines, directions, requirements, instructions and requests as UEFA may issue to the Host City Authority through the Host Association from time to time during the Term.

- 4.2 In the event of conflict between any of the above UEFA's requirements, UEFA will determine in its sole discretion which should prevail.
- 4.3 The Parties acknowledge and agree that the Tournament Requirements may be amended by UEFA from time to time during the Term, upon written notification, and the Host City Authority agrees to continue to comply with such amended Tournament Requirements provided that, where the Host City Authority can demonstrate to UEFA's satisfaction that any such amendment has resulted in or will result in a material adverse effect on the financial situation of the Host City Authority, the Host City Authority agrees to discuss in good faith with the Host Association and UEFA such material adverse effect with a view to seeking an alternative solution acceptable to the Host City Authority, the Host Association and UEFA.

5 — Responsibilities of the Host City Authority

Public interest and support

- 5.1 The Host City Authority hereby undertakes that the preparation and staging of the Tournament will be classified as a matter of general interest within the Host City Territory.
- 5.2 The Host City Authority shall provide for use in relation with any Tournament events or Matches, all required and necessary public land, public facilities and public infrastructure within the Host City Territory to comprise and/or complement the agreed upon Official Sites within the Host City Territory. The Host City Authority shall ensure that all such public land, public facilities and infrastructure shall be delivered at no cost for the use by UEFA (including UEFA's Commercial Partners) and the Host Association for the Tournament in accordance with the Tournament Requirements, which shall include (also at no cost) the provision of all basic services (such as but not limited to electricity, water, waste management and cleaning).
- 5.3 The Host City Authority shall conclude all necessary agreements and take all necessary steps to secure the full support and cooperation of any relevant Authorities located in the Host City Territory whose involvement is necessary for the Host City Authority to comply with its obligations under this Agreement. The Host City Authority shall make sure that any of its contractual partners comply with all of the obligations set out in this Agreement (i.e. UEFA IPR protection, UEFA's commercial programme etc.).

Organisational support

- 5.4 The Host City Authority shall develop the Host City Concept with comprehensive explanations, plans, budgets, maps and any other necessary information required by UEFA in connection with the different activities and projects planned in the Host City Territory for the Tournament based on the Tournament Requirements, which shall cover (but not be limited to):
- a) event promotional activities (as set out in Clause 5.15) and any other operational aspects related to the Host City Territory;
 - b) any necessary licensing and permit application and issuance requirements; and
 - c) any land, venues, facilities or other areas required to host and organise the Tournament within the Host City Territory which are not under the jurisdiction of the Host City Authority. For the avoidance of

doubt, the Host City Authority shall provide overview of any such areas and clearly identify the relevant Authority responsible.

The Host City Authority shall present a first draft of the Host City Concept to UEFA and the Host Association by 31 January 2018.

- 5.5 The Host City Authority shall appoint by June 2017 and maintain throughout the preparation and Tournament period until one (1) month after the conclusion of the Tournament, its main representative to act as the unique and sole contact point for matters of the Tournament concerning the Host City Territory and to report to UEFA and the Host Association concerning the implementation of the terms of this Agreement. The Host City Authority's representative shall have all necessary powers to liaise with representatives of the relevant national and regional Authorities, and to coordinate all matters between UEFA, the Host Association, the Authorities, and such other relevant third parties in connection with the preparation, organisation and staging of the Tournament in the Host City Territory in accordance with the Tournament Requirements.
- 5.6 The Host City Authority shall ensure that it supports and safeguards the legitimate interests of UEFA, the Tournament, the Commercial Partners and the Host Association in any dealings with any other third parties at all times. Without prejudice to the foregoing, the Host City Authority shall not enter into any contract with any third party, and shall minimise the negative impact of any of its existing contracts with third parties, whose interests in any matter conflict, or are reasonably likely to conflict, with the requirements or interests of UEFA, the Commercial Partners, the Host Association and/or the Tournament or which interfere with the performance of the various obligations under this Agreement.
- 5.7 The Host City Authority shall assist the Host Association, UEFA and the Commercial Partners regarding all necessary consent, permissions and licences that may be required from any relevant Authorities or third parties in respect of the organisation of the Tournament and exploitation of certain rights in connection with the Tournament in the Host City Territory.

Safety and security

- 5.8 The Host City Authority shall ensure that by fifteen (15) months prior to the start of the Tournament at the latest, the relevant and competent Authorities develop and provide to UEFA a "Host City Safety and Security Concept", covering all aspects of safety and security relating to the Tournament in the Host City Territory. The Host City Safety and Security Concept shall take into account the requirements set out in this Agreement and the Tournament Requirements and shall reflect any international good practices related to event safety and security. The Host City Safety and Security Concept shall also include a self-assessment of existing and planned arrangements in the Host City Territory in connection with the Tournament, any foreseeable risks in the lead-up to and during the Tournament, as well as any and all applicable laws that are relevant from a safety and security perspective in connection with staging and organising the Tournament. For the avoidance of doubt, the Host City Safety and Security Concept must also address all health and medical matters for the Tournament.
- 5.9 The Host City Safety and Security Concept referred to above shall be provided to the Host Association, which will integrate it into the global safety and security concept for the Tournament in the Host Country.
- 5.10 The Host City Authority shall secure the full support and cooperation of any other relevant national and/or regional Authorities as required for the development and implementation of the Host City Safety and Security Concept for the Tournament in the Host City Territory.
- 5.11 The Host City Authority shall bear all costs in relation to public safety and security and public order measures taken with respect to the Tournament in the Host City Territory in accordance with the Host City Safety and Security Concept.
- 5.12 The Parties acknowledge and agree that, unless otherwise indicated in this Agreement:

- a) the Host Association shall be responsible for safety and security at the Official Sites (except for the Fan Zone, if any, for which the Host City Authority and the Authorities shall be responsible);
- b) the Host City Authority and the Authorities shall have overall responsibility for public safety, security and public order related to the Tournament; and
- c) UEFA shall have no responsibility whatsoever regarding safety, security and public order related to the Tournament.

5.13 The Host Association, the Host City Authority and the Authorities shall bear all costs in relation to their respective obligations for safety and security measures for the Tournament, except for costs for private security inside any of the following:

- a) the Stadium in respect of which the Stadium Owner is solely responsible; and
- b) Official Sites other than the Stadium and the Fan Zone (if any) in respect of which the Host Association is solely responsible unless agreed otherwise by UEFA.

5.14 The Host City Authority hereby acknowledges, confirms and undertakes that it will be solely responsible and liable with regards to any such safety and security measures for the Tournament as fall under the responsibility of the Host City Authority and the Authorities, and that it will hold UEFA and the Host Association harmless against any action from any third party in this respect.

Event promotion

5.15 The Host City Authority shall promote the Tournament in the Host City Territory in accordance with the Tournament Requirements and the Host City promotional programme, which shall be developed by the Host Association in cooperation with the Host City Authority, and which shall include the following non-exhaustive elements:

- a) any promotional campaigns planned to promote the Tournament in the Host City Territory;
- b) a Host City dressing programme, covering the period commencing at least two (2) weeks prior to the opening Match of the Tournament until two (2) days after the last Match of the Tournament played in the Host City Territory. The Host City dressing programme which shall be developed by the Host City Authority shall in particular take into account the following principles:

5.16 the Host City Authority shall be responsible and bear all the related costs, for the provision of locations, as well as the production, installation (including the necessary structures), maintenance and dismantling of any and all dressing materials, posters, flags and banners in connection with the Tournament at prominent places in and around the Host City Territory, such as but not limited to Host City's city centre areas, main routes to and from the Stadium, areas around the Official Sites, train stations, airport and near famous buildings or tourist attractions;

5.17 the Host City Authority shall ensure that the dressing materials increase visibility in the Host City Territory in line with any official events of the Tournament,

5.18 the Host City Authority acknowledges and agrees that such dressing materials will be designed according to the UEFA Under-21 EURO 2019 brand manual; and

5.19 the Host City Authority acknowledges and agrees that UEFA will decide, in its sole discretion, regarding the content to be displayed on such dressing materials.

6 — Intellectual Property and UEFA's commercial programme for the Tournament

- 6.1 The Parties acknowledge and agree that UEFA will solely and exclusively own and control the UEFA IPR, the use and/or exploitation of the Marks, any Commercial Rights and any other rights in connection with UEFA and/or the Tournament and any goodwill, know-how or customer data (other than know-how or customer data which can be demonstrated to be owned by or in the possession of either the Host Association or the Host City Authority prior to the date of this Agreement) generated by UEFA, the Host Association and/or the Host City Authority in hosting and organising the Tournament within the Host City Territory and fulfilling the obligations under this Agreement.
- 6.2 The Host City Authority acknowledges that:
- UEFA has appointed the agency CAA Eleven Sàrl ("CAA 11") as its agent for the exploitation of certain Commercial Rights relating to the Tournament;
 - certain of UEFA's functions relating to this Agreement may be performed by CAA 11 on UEFA's behalf. The Host City shall cooperate with CAA 11 in relation to this Agreement. In the event that instructions to the Host City from CAA 11 contradict instructions issued directly by UEFA, the instructions issued directly by UEFA shall prevail; and
 - it is not authorised to appoint any local partners in relation to the Tournament, unless agreed by UEFA in advance and in writing.

Commercial Rights

- 6.3 The Host City Authority acknowledges and agrees that it shall cooperate with UEFA, the Host Association and any other Authorities to protect all rights and interests of UEFA and the Commercial Partners in and around the Host City Territory based on the principle of exclusivity.
- 6.4 The Host City Authority shall not exploit any rights in its capacity as one of the Host Cities hosting Matches of the Tournament other than as expressly stated in this Agreement or with the prior written consent of UEFA and shall not make any direct and/or indirect association with or references to UEFA, the Host Association, the Commercial Partners and/or the Tournament except for editorial purposes and/or with the prior written approval of UEFA.

UEFA Intellectual Property

- 6.5 Other than as expressly set out in this Agreement, the Host City Authority will not, by virtue of this Agreement or otherwise, obtain or claim any right, title or interest in or to the Intellectual Property related to UEFA and the Tournament (including the UEFA IPR).
- 6.6 UEFA hereby grants to the Host City Authority a non-exclusive licence to use the UEFA IPR supplied to the Host City Authority by UEFA to the limited extent required for the purposes of hosting and organising (and promoting the fact that it is organising) the Tournament as set forth in this Agreement and the Tournament Requirements provided that the Host City Authority complies at all times with any reasonable conditions set forth by UEFA governing the use of such UEFA IPR.

The Host City Authority shall not be entitled to grant any sub-licences of such rights.

In no event may the Host City Authority use the UEFA IPR for any commercial purposes whatsoever.

The licence granted in accordance with this Clause 6.6 shall automatically terminate on the earlier of:

- the termination or expiry of this Agreement; or
- one (1) month after conclusion of the Tournament.

For the avoidance of doubt, such licence may also be revoked by UEFA at any time without the need to specify the reasons of such decision.

- 6.7 UEFA shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, the Host City Authority and its respective sub-licensees from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including legal expenses) and costs resulting from, arising out of, related to or in connection with any claim or action by any third party brought in relation to the Host City Authority's use of the UEFA IPR in accordance with this Agreement. In such circumstances, the Host City Authority shall:
- a) promptly notify UEFA of such claim or action;
 - b) not settle, admit or compromise the relevant claim or action; and
 - c) provide all such assistance, co-operation and information as UEFA may reasonably require in connection with such claim or action.
- 6.8 The Host City Authority shall not knowingly do or cause, or permit anything to be done, which may endanger the UEFA IPR, the Marks or the title of UEFA thereto.
- 6.9 If and to the extent that the Host City Authority acquires any right, title and/or interest in the Tournament (including all Intellectual Property related to the Tournament, any accrued goodwill in the Marks as well as any materials, data reports and systems developed and/or used by the Host City Authority in connection with the Tournament), the Host City Authority acknowledges and agrees that the benefit of all such right, title and interest will at all times accrue to and inure to the benefit of UEFA, and the Host City Authority irrevocably, unconditionally and free of charge assigns to UEFA all such right, title and interest by way of present and future assignment.

The Host City Authority Intellectual Property

- 6.10 The Host City Authority grants to UEFA, free of charge, a worldwide non-exclusive licence (with the right to sub-license to UEFA affiliates and Commercial Partners) to use the Intellectual Property of the Host City Authority including the Host City name, image, branding, logos, designs and maps of and from the Host City including any landmarks or internationally recognised symbols thereof (including any material derived there from) ('Host City Intellectual Property') for any commercial and non-commercial uses via any and all current and/or future media in relation with the Tournament free from any third party rights and/or any further charges, provided that UEFA (including the UEFA affiliates) or the Commercial Partners (as the case may be) comply at all times with any reasonable conditions set forth by the Host City Authority (at the time when any such Host City Intellectual Property is provided to UEFA) governing the use of such Host City Intellectual Property. For the avoidance of doubt, the Host City Authority shall also authorise UEFA to use pictures and video materials made within the Host City Territory, free of charge and for all possible uses on UEFA website, publications or in any other promotional items produced by UEFA. UEFA may conduct video filming within the Host City Territory for production of Tournament video clips and the Host City Authority shall provide all necessary support.
- 6.11 The licence granted to UEFA by the Host City Authority shall be perpetual and irrevocable. In addition, UEFA shall be entitled to use the Host City Intellectual Property following the expiry or termination of this Agreement for UEFA's internal purposes and for the purposes of promoting the Tournament.
- 6.12 Any sub-licence of the Host City Intellectual Property by UEFA to the Commercial Partners with this Clause shall automatically terminate on the earlier of:
- a) the termination or expiry of this Agreement; or
 - b) one (1) month after conclusion of the Tournament.

Thereafter, Commercial Partners may apply directly to the respective Host City Authority for a right to use the Host City Intellectual Property on a case by case basis. For the avoidance of doubt, the use by a Commercial Partner of advertising, marketing and/or promotional materials bearing the Host City Intellectual Property after such termination, expiry or one (1) month deadline shall not be deemed to be a breach of this Clause provided that:

- a) the Host City Intellectual Property is used by the Commercial Partners in the exercise of their Commercial Rights; and
- b) the relevant materials were produced prior to such termination, expiry or deadline.

6.13 The Host City Authority shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, UEFA, UEFA's affiliates, the Commercial Partners, and their respective sub-licensees, affiliates, officers, directors, employees, agents, representatives and sub-contractors, on demand, from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including, without limitation, legal expenses) and costs resulting from, arising out of, related to or in connection with any claim or action by any third party brought against UEFA, UEFA's affiliates and/or the Commercial Partners in relation to their use of the Host City Intellectual Property in accordance with this Agreement. In such circumstances, UEFA and/or the relevant Commercial Partner (as the case may be) shall:

- a) promptly notify the Host City Authority of such claim or action;
- b) not settle, admit or compromise the relevant claim or action; and
- c) provide all such assistance, co-operation and information as the Host City Authority may reasonably require in connection with such claim or action.

Clean Site Principle

6.14 The Host City Authority shall ensure that any Official Sites (in relation to any land, structures, buildings or other infrastructure which are owned and/or controlled by the Host City Authority) are completely free and clear of any third party advertising and/or branding and comply with the Clean Site Principle.

Stadium Commercial Perimeter

6.15 UEFA shall determine, after consultation with the Host Association and the owners and/or operators of the Stadium, the extent of the land, facilities, structures buildings or other infrastructure in and around the Stadium that shall be required to be included within the Stadium Outer Security Perimeter and the Stadium Commercial Perimeter.

6.16 UEFA shall be entitled to review the Stadium Commercial Perimeter during subsequent site visits at the Stadium and may accordingly revise the Stadium Commercial Perimeter, in which case the detailed plans and aerial photographs in the Bid Dossier shall be revised and updated accordingly. The Parties acknowledge and agree that any revised plans and aerial photographs, together with the relevant site visit report(s), shall be used as a reference tool by the Parties for the remainder of the Term.

6.17 The Host City Authority shall make any and all land, facilities, structures, buildings or other infrastructure owned and/or controlled by the Host City Authority within the Stadium Commercial Perimeter, exclusively available for the Tournament in accordance with the Tournament Requirements.

6.18 Within the Stadium Commercial Perimeter (in relation to any land, structures, buildings or other infrastructure which are owned and/or controlled by the Host City Authority), during the Exclusivity Period, the Host City Authority shall:

- a) ensure that any commercial and/or promotional activities are restricted, in order to prevent Ambush Marketing activities being conducted in the immediate surroundings of the Stadium;
- b) pre-reserve for Commercial Partners all existing – or to be created – advertising space;

- c) do not perform or authorise third parties to perform street vending and/or any other commercial or promotional activities (for example, leafleting, product distributions, setting up of temporary advertising structures or signs), including Ambush Marketing;
- d) reject any applications for temporary licences for street vending and/or similar commercial or promotional activities (including, for example, leafleting and product distributions); and
- e) ensure that the Commercial Partners are able to exercise the relevant Commercial Rights granted to them by UEFA (including, for example, pouring rights and merchandise concessions for the sports apparel and accessories).

6.19 Businesses which are established and existing within the Stadium Commercial Perimeter (i.e. have not been established for a temporary period around the Tournament), may conduct regular business and display their standard branding (i.e. non-Tournament related), provided that they (i) comply with the provisions of Clause 6.18 and (ii) do not engage in any Ambush Marketing activities.

6.20 The Host City Authority shall take all necessary steps to ensure that no large scale promotions by competitors of the Commercial Partners and/or any large scale football-related campaigns or any Ambush Marketing are operated by third parties at any Official Site (in relation to any land, structures, buildings or other infrastructure which are owned and/or controlled by the Host City Authority) and in key locations of the Host City Territory specified by UEFA (such as iconic sites, monuments, major buildings and landmarks) without UEFA's consent.

6.21 The Host City Authority shall work with the Host Association in case it is required to enter into separate agreements to secure any land, facilities, structures buildings or other infrastructure owned and/or contractually controlled by third parties within the Stadium Commercial Perimeter required for the Tournament in accordance with the Tournament Requirements, which agreements shall be consistent with the obligations set out in this Agreement.

7 — Termination

Causes of termination

7.1 UEFA shall have the right to terminate this Agreement with immediate effect by written notice to the Host City Authority and the Host Association if:

- a) UEFA considers that safety and security is jeopardised in any way whatsoever;
- b) there are organisational or logistical problems which in UEFA's sole opinion threaten the successful staging and organisation of the Tournament in the Host Country or in the Stadium and/or the Host City;
- c) UEFA withdraws from the hosting of the Tournament in the Host Country, Host City, at the Stadium or cancels the Tournament in its entirety; or
- d) there is insufficient infrastructure, accommodation and transportation facilities in the Host City Territory for the Tournament as required under the Tournament Requirements.

7.2 Any Party shall have the right to terminate this Agreement with immediate effect by written notice to the other Parties if:

- a) one of the other Parties other than the terminating Party commits a material breach of any of its material obligations or warranties under this Agreement and, if the breach is capable of remedy, fails to remedy it within a reasonable time deadline set by the Party not in breach; or
- b) one of the other Parties other than the terminating Party becomes bankrupt or insolvent or enters into liquidation, or enters into any formal arrangement or composition with its creditors or any of them, or has a receiver or an administrator appointed over a portion or all of its property or assets or if such

Party ceases to carry on its business or if any bankruptcy or other enforcement proceedings, at a creditor's request were to be instituted against such Party.

Consequences of termination

- 7.3 Upon expiry or termination of this Agreement however arising:
- a) all rights granted to the Host City Authority in connection with the Tournament will revert to UEFA;
 - b) where appropriate, the Host City Authority agrees to cooperate with UEFA and with any host city appointed thereafter, as reasonably required by UEFA; and
 - c) the Parties shall take all necessary steps to minimise any financial damages in respect of the Tournament.
- 7.4 Within thirty (30) days after expiry or termination of this Agreement, the Host City Authority shall return all materials relating to the Tournament as are in its possession or control, strictly in accordance with the directions of UEFA.
- 7.5 The Parties shall have no further obligations or rights under this Agreement when the Term ends, except for those Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.

Force Majeure

- 7.6 If one of the Parties cannot fulfil or perform its obligations under this Agreement for any reason of Force Majeure, then such non-performance or failure to fulfil its obligations will not be deemed to be a breach of this Agreement provided that the Party seeking to rely on this Clause 7.6:
- a) could not have avoided the effect of the Force Majeure by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure and all relevant factors, it ought to have taken but did not take; and
 - b) has used its best endeavours to mitigate the effect of the Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably practicable.
- 7.7 If either Party is prevented from the performance of its obligations by Force Majeure for a continuous period in excess of one (1) month, the other Party may terminate this Agreement immediately on service of written notice upon the Party so prevented, in which case neither Party will have any liability to the other except that rights and liabilities which accrued prior to such termination must continue to subsist.

Change to the dates and/or venues for the Tournament

- 7.8 If the dates or venues for the Tournament and/or any of the Matches is/are changed by UEFA, then the performance of the obligations of the Parties will not terminate and the Host City Authority will not assert any claims or rights to damages against the Host Association and/or UEFA.

8 — General

- 8.1 The Parties shall exercise their rights and fulfil their respective obligations under this Agreement at their own costs and expense.
- 8.2 The Host City Authority shall indemnify, hold harmless and defend UEFA from and against all liabilities, claims, damages or costs arising pursuant to this Agreement as a result of a failure by the Host City Authority to perform any of its obligations in accordance with this Agreement or as a result of any lawful termination by UEFA of any of the agreements with the Host Association in connection with staging and organising the Tournament in the Host Country.

- 8.3 The Host City Authority acknowledges and agrees that UEFA shall be entitled to appoint certain third parties, including, without limitation, any local organising committee, to perform certain tasks in connection with the Tournament on behalf of UEFA and/or the Host Association, and that it shall cooperate fully with any such third party to implement the Tournament Requirements.
- 8.4 The Parties shall keep each other immediately informed of all matters which are likely to be of importance in relation to the Tournament including, without limitation, any circumstances which may affect, hinder or endanger the successful organisation of the Tournament or the fulfilment of any of the obligations as set out in this Agreement.
- 8.5 The Host City Authority shall not make any announcement in relation to this Agreement without the prior written consent of UEFA.
- 8.6 Neither Party will, without the prior written consent of the other (except as required by law), disclose to any third party any Confidential Information relating to the terms of this Agreement and/or its operation after execution of this Agreement, subject to any disclosure of Confidential Information which is required in connection with the implementation and performance of this Agreement. Notwithstanding the above, the Parties acknowledge and agree that UEFA shall be permitted to disclose such confidential information to CAA 11.
- 8.7 The Host City Authority acknowledges that UEFA may transfer, sub-license and/or sub-contract UEFA's rights and/or UEFA's obligations under this Agreement to UEFA's affiliates. UEFA's affiliates will not be considered to be third parties for the purposes of this Agreement and references to "UEFA" in this Agreement shall be deemed to include the UEFA's affiliates.
- 8.8 The Host City Authority acknowledges that UEFA has ultimate authority to prescribe or change any aspect of the Tournament at its sole discretion.
- 8.9 This Agreement is drafted and signed in the English language. If this Agreement is translated into another language, then the English language text shall prevail.
- 8.10 This Agreement shall be governed by and construed in accordance with the laws of Switzerland. Any differences or disputes arising out of this Agreement shall be settled by arbitration conducted in Nyon, Switzerland, and the arbitral proceedings shall be governed by Art. 176 et seq. of the Swiss Private International Law Statute. Each party shall nominate one (1) arbitrator and the two (2) arbitrators so appointed shall agree upon and then appoint a third arbitrator to act as chairperson of the arbitral tribunal. If either party or the two arbitrators fail to appoint within thirty (30) days of either party requiring it or them to do so, the second or third arbitrator shall be appointed by the President of the Court of Appeal of the Canton of Vaud. The award shall be final.

This Agreement has been signed by a duly authorised signatory:

For UEFA:

Signature

Name

Title

Date

For the Host Association:

Signature

Name

Title

Date

For the Host City Authority:

Signature

Name

Title

Date