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UEFA WOMEN CHAMPIONS LEAGUE™ FINAL
2018/2019
STAGING AGREEMENT



**Staging Agreement
for the Final Match of the
UEFA Women's Champions League™ 2018/2019**

Between

Union des associations européennes de football
Route de Genève 46
1260 Nyon 2
Switzerland

("UEFA")

and

[XXX]
[XXX]
[XXX]
[XXX]

("Host Association")

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

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Recitals

- A. UEFA is the governing body for European football responsible to its members for the governing of the sport of football in accordance with its statutes and regulations. UEFA is the owner of the rights on and organiser of the UEFA Women's Champions League™ football competition.
- B. The Host Association, having secured full cooperation from any relevant third party, including the Stadium Owner, Host City Authority, Airport Authorities (as well as any other relevant Authorities and third parties) (i) wishes to stage and (ii) agrees to be responsible for assuming all the obligations imposed to the event organiser by the applicable laws for the final match of the UEFA Women's Champions League™ 2018/2019 at the Stadium together with any Additional Events at the Stadium and/or in any other Official Sites.
- C. This Agreement sets out the terms under which UEFA may appoint the Host Association, subject to the prior decision of the UEFA Executive Committee, to stage (and assuming all the obligations imposed to the event organiser by the applicable laws in this respect) the final match of the UEFA Women's Champions League™ 2018/2019 at the Stadium together with any Additional Events at the Stadium and/or in any other Official Sites.

1. Definitions and Interpretation

Additional Events	<p>UWCL Final-related events (including promotional events and activities), which UEFA may decide, at its reasonable discretion, that they shall be staged (and for which the Host Association would assume all the obligations imposed to the event organiser by the applicable laws) in the Host City and/or in the Host Country. The following events - if UEFA decides that they shall be staged in the Host City and/or in the Host Country - would fall into this category :</p> <ol style="list-style-type: none"> 1. the UEFA Women's Champions League™ lunch or dinner; 2. the trophy tour; and 3. any other additional events, reasonably identified by UEFA, as a UEFA Women's Champions League™ related event.
Agreement	this agreement including its appendices (including schedules to appendices).
Airport(s)	the airport(s) to be used in connection with the UWCL Final being XXX, XXX and/or XXX Airport(s) (all jointly referred to as "Airports").
Airport Agreement	a separate agreement concluded - if deemed necessary by the Host Association and the relevant Airport

Authorities - by the Host Association with the relevant Airport Authority (being in this case the Airport operator and the Airport owner) in connection with the hosting of the UWCL Final and the Additional Events in the Host City/Host Country and which shall include all the Airport Requirements set out in Appendix F..

Airport Authority	each of the following authorities: (i) the owner of each Airport, (ii) the operator of each Airport and (iii) each of the authorities in charge of delivering the authorisation allowing the Airport to operate (including the authority(ies) in charge of the lifting of the night flight ban) (all jointly referred to as the Airport Authorities).
Airport Requirements	the requirements relating to the Airport(s) as displayed in Appendix F.
Airport Undertaking(s)	a separate unilateral and irrevocable undertaking (guaranteed by the Host Association) issued by the relevant Airport Authorities in accordance with the terms of the template airport undertaking provided by UEFA as part of this Bid Procedure - for each of the Airport - in connection with the hosting of the UWCL Final and the Additional Events in the Host City/Host Country, in which the relevant Airport Authority commits to deliver unconditionally the UEFA Requirements falling under its scope of activities.
Ambush Marketing	any advertising, marketing, promotional and/or public relations activities (including commercial advertising, street selling, leaflet distribution and product distributions/give-aways) directly and/or indirectly relating to UEFA and its activities, the UEFA Women's Champions League™, the UWCL Final and/or the Additional Events, which are intended to create a direct or indirect association with UEFA, Women's Champions League™, the UWCL Final and/or the Additional Events or to otherwise capitalise on its/their goodwill and prestige but undertaken by a person/entity not authorised to do so by UEFA.
Authorities	any and all army, police, customs, fire, medical, airport authorities, government and any other local, regional or national authorities (whatever the legal form they have e.g. agency, office...) involved directly or indirectly in the staging and organisation of the UWCL Final and the Additional Events.
Bid Procedure	the bid procedure managed by UEFA and open to each UEFA member association allowing them to present one stadium per association as a candidate for staging and

	organising the UWCL Final and the Additional Events, all subject to the bid regulations communicated to the UEFA member associations.
Bid Requirements	<p>the documents provided by UEFA to the Host Association setting out the requirements that the Host Association must satisfy to host the UWCL Final and the Additional Events which comprise:</p> <ul style="list-style-type: none">- the UEFA Women's Champions League™ Requirements; and- the bid dossier template.
Budget	the budget for the planning, staging, organisation and delivery of the UWCL Final and the Additional Events as defined in Appendix G, which could be updated from time to time by the Parties in accordance with the rules set out in the same Appendix.
Business Day	any day (other than Saturday) on which banks are open for the transaction of normal banking business either in the Canton of Vaud, Switzerland or in the Host Country, as relevant.
Clean Site Principle	a principle following which - except where prevented by law - the Official Sites and the Fan Meeting Points shall be free of any contractual obligations throughout a certain exclusivity period (including the Exclusivity Period applying to the Stadium) in accordance with the UEFA Requirements, in particular the obligations arising pursuant to advertising and sponsorship agreements, naming rights agreements, leases, usage agreements, supplier agreements, food, pouring, beverage and catering agreements, hospitality agreements and any other obligations which would limit in any way the ability of UEFA and/or the Host Association in exercising their rights or performing their obligations in connection with the UWCL Final and/or the Additional Events or granting people the right to sell or give away any goods anywhere in such sites.
Commercial Partners	any entity to which UEFA grants any Commercial Rights in relation to the UEFA Women's Champions League™, the UWCL Final and/or the Additional Events.
Commercial Rights	any and all commercial rights and opportunities in, to and in relation to the UEFA Women's Champions League™, the UWCL Final and/or the Additional Events including any and all advertising, promotion, marketing, merchandising, licensing, franchising, sponsorship, association, hospitality, publishing, retailing and all media rights (including all forms of television, radio, digital, wireless and

	Internet distribution and any other current and/or future media rights).
Confidential Information	any information, data or material of a confidential or proprietary nature, relating to the business and affairs of UEFA, the UEFA Women's Champions League™, the UWCL Final and/or Additional Events or to the business and affairs of the Host Association, which comes into the possession or knowledge of the other Party as a consequence of, or in connection with, this Agreement (whether before, during or after the Term) and which the relevant Party regards, or could reasonably be expected to regard as confidential whether or not such information is reduced to a tangible form or marked in writing as "confidential", and any and all information which has been or may be derived or obtained from any such information.
Confirmation Letter	the letter issued by each relevant Authority, as identified by UEFA during the Bid Procedure and in accordance with the requirements issued by UEFA as part of the same procedure, to confirm irrevocably the compliancy with applicable laws of the set-up agreed by UEFA and the Host Association for the staging and organisation of the UWCL Final and/or the Additional Events and the UEFA understanding of the terms of such laws.
Engagement Letter	the letter issued by any Authority or by any third party identified by the Host Association as having a key role in a domain of the organisation and the staging of the UWCL Final and/or the Additional Events (and in particular the Host Site Authority(ies)), based on the terms of the template engagement letter provided by UEFA as part of the Bid Procedure, and committing irrevocably to comply with the relevant terms of the Stadium Requirements, Host City Requirements or Airport Requirements or as set out in Appendix D, E or F. An engagement letter has to be provided by each such third party having obligations towards UEFA in accordance with this Agreement (in particular the Host Site). For the avoidance of doubt, this letter is not a Guarantee, an Undertaking nor a Confirmation Letter.
Exclusivity Period	a period during which the Stadium must be made available to UEFA and the Host Association on an exclusive basis as further set out in Appendix D.
Financial Remuneration	the total amount that is payable by UEFA to the Host Association in consideration of the staging, organisation and delivering of the UWCL Final and the Additional Events under this Agreement which covers the Host Association Fee, the Stadium related costs (the Stadium

	Rental Fee, the Stadium set up costs, the Stadium security costs) and the Host Association Bonus as set out in more details in Clause 5 and in Appendix G of this Agreement.
Force Majeure	any war (declared or undeclared), terrorist activity, blockades, disturbances, fire, lightning, flood, storms or other adverse weather conditions, earthquakes, volcanic activity, epidemic, pandemic, explosion, failure of public utilities or civil commotion, or the genuine and immediate threat of any of the foregoing, and/or any other act or event beyond the reasonable control of either Party.
Guarantees	written guarantees requested by UEFA, as part of the Bid Requirements, and provided by the Host Association, obtained from the competent Authorities in relation to the staging and organising of the UWCL Final and the Additional Events in the Host City/Host Country, all based on the templates provided by UEFA.
Host Association	the UEFA member association, indicated on the title page of this Agreement, responsible for assuming all the obligations listed as Host Association obligations in this Agreement and in particular the obligations imposed to the event organiser by the applicable laws in relation to the staging and organisation of the UWCL Final and the Additional Events.
Host Association Fee	the fee to be paid by UEFA to the Host Association as part of the Financial Remuneration set out in Appendix F.
Host City	the city of XXX, which has been identified by the Host Association for officially staging the UWCL Final as well as part or all of the Additional Events, and which has been approved by UEFA. Any official branding and promotion off/for the UWCL Final shall refer to such city. However, for the purpose of this Agreement, any reference to the obligations applying to the Host City shall apply equally to the city(ies) referred to as Host Site(s) unless otherwise mentioned in this Agreement..
Host City Agreement	a separate agreement concluded - if deemed necessary by the Host Association and the Host City Authority(ies) - between the Host Association and the Host City Authority(ies) in connection with the hosting of the UWCL Final and the Additional Events in the Host City (to the exclusion of the Host Sites), which shall include all the Host City Requirements set out in Appendix E.
Host City Authority(ies)	the entity(ies) responsible by law for taking any decision (including the implementation and enforcement of such

	decisions) binding any public authorities in the territory of the Host City.
Host City Requirements	the requirements relating to the Host City as displayed in Appendix E.
Host City Undertaking	a separate unilateral and irrevocable declaration (guaranteed by the Host Association) issued by the relevant Host City Authority(ies) (based on the terms of the template host city undertaking as communicated by UEFA as part of the Bid Procedure) in connection with the hosting of the UWCL Final and the Additional Events in the Host City, in which the relevant Host City Authority commits to deliver unconditionally the UEFA Requirements falling under its scope of activities.
Host Country	the country of the UEFA member association defined in this Agreement as the Host Association.
Host Site(s)	any city, where an Official Site is located, which is not the Host City.
Intellectual Property	any and all copyrights, designs, trademarks, trade names, service marks, 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 or other rights of a similar nature (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 (including for renewals) for the same.
Local Organising Structure	a (i) non-incorporated, informal working group or a (ii) separate entity, which is specifically created, by the Host Association (alone or with third party(ies)), consisting of the persons representing the Host Association, the Host City Authorities and/or the relevant Host Country Authorities as well as any other third party (including Authorities) the Host Association considers as having to seat in this working group/entity in accordance with the terms of this Agreement for the purposes of ensuring that all organisational milestones and projects, as well as the Host Association obligations are developed/delivered as per the Agreement and that exchange of information between the Parties is properly implemented.
Medical Regulations	the UEFA Medical Regulations (Edition 2014) and UEFA Anti-Doping Regulations (Edition 2016) as amended, supplemented or replaced from time to time during the Term.



Official Site	the Stadium, training grounds of the Finalists and/or the sites or venues of the UWCL Final and/or the Additional Events in the Host Country.
Project Plan	the requirements set forth by UEFA with respect to the timelines and project delivery dates in respect of the various areas of responsibility for the UWCL Final and the Additional Events, as described more fully in Appendix B.
Project Team	a team of professionally qualified, fully-trained and appropriately instructed personnel, as described more fully in Appendix C, to work in the Local Organising Structure to oversee, facilitate and manage the implementation of the various Host Association obligations set out in this Agreement.
Safety and Security Regulations	the UEFA Stadium Infrastructure Regulations (Edition 2010) and/or the UEFA Safety and Security Regulations (Edition 2006), as amended, supplemented or replaced from time to time during the Term.
Site Visit(s)	the official UEFA site visit(s) at the Stadium or any other Official Site.
Stadium	the premises, land, infrastructure and facilities at XXX stadium in XXX where the UWCL Final will be played, which shall comprise the entire building of the stadium as usually exploited, known as the stadium inner perimeter as well as all neighbouring land, infrastructure and facilities in and around the stadium perimeter, where access will be granted as defined by UEFA only to the UWCL Final accreditation holder and/or the UWCL Final ticket holder (during the timeframe communicated to them), all as defined by UEFA and the Host Association in accordance with the UEFA Requirements.
Stadium Agreement	a separate agreement concluded - if deemed necessary by the Host Association and the Stadium Owner - between the Host Association and the duly authorised Stadium Owner in respect of the Stadium in connection with the hosting of the UWCL Final and the Additional Events in the Stadium, which shall include all the Stadium Requirements set out in Appendix D.
Stadium Owner(s)	the owner(s) and/or operator(s) of the Stadium used for the UWCL Final, authorised to enter into binding commitments/agreements with the Host Association with respect to all areas of responsibility as required for the UWCL Final and the Additional Events in accordance with

	<p>this Agreement and in particular the ones listed in Appendix D.</p>
Stadium Requirements	<p>the requirements relating to the Stadium as displayed in Appendix D.</p>
Stadium Undertaking	<p>a separate unilateral and irrevocable undertaking (guaranteed by the Host Association) issued by the Stadium Owner (based on the terms of the template stadium undertaking as communicated by UEFA during the Bid Procedure) in connection with the hosting of the UWCL Final and the Additional Events in the Stadium, in which the Stadium Owner commits to deliver unconditionally, the UEFA Requirements falling under its scope of activities.</p>
Finalist(s)	<p>each of the clubs which will play in the UWCL Final.</p>
Term	<p>shall have the meaning set out in Clause 2.4.</p>
UWCL Final	<p>the final match (including any extra time penalty kicks, opening and closing ceremony (if applicable) and cup ceremony) of the UEFA Women's Champions League™ 2018/2019 is scheduled to be held at the Stadium in the Host City at the end of May 2019 on a date as duly communicated by UEFA following the finalisation of the FIFA's women international calendar.</p>
UEFA	<p>the Union des Associations Européennes de Football, whose registered office is at Route de Genève 46, 1260 Nyon - 2, 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.</p>
UEFA Requirements	<p>the requirements set forth by UEFA with respect to the UWCL Final and the Additional Events, as described more fully in Clause 3.</p>
UEFA Women's Champions League™	<p>the football competition organised each season by UEFA as governed by the terms of the UEFA Women's Champions League™ regulations and known as UEFA Women's Champions League™.</p>
UEFA IPR	<p>any and all Intellectual Property relating to UEFA, the UEFA Women's Champions League™, the UWCL Final and/or the Additional Events, including the UEFA Women's Champions League™ trophy, the official logos, posters and mascots (if and when relevant) for the UWCL Final and/or the Additional Events and other representations thereof, together with all identifying promotional footage, animations, sounds and music (if</p>

any) used with UEFA's authority in connection with the UWCL Final and/or the Additional Events.

Undertaking(s) any or all of the Host City Undertaking, Stadium Undertaking and Airport Undertaking(s).

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; and
- c. any reference: to "Clause" shall mean one of the numbered Clauses of the main body of this Agreement; to "Appendix" or "Appendices" shall mean the relevant Appendix or all Appendices of this Agreement; and to "Paragraph" or "Schedule" shall mean the relevant Paragraph or Schedule of one of the Appendices of this Agreement.

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. For the purposes of this Agreement, consents, approvals, directions and instructions provided by e-mail shall be considered as written consents, approvals, directions and/or instructions.

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 a reasonable discretion to grant or withhold such consent or approval.

2. Appointment and Term

2.1. The Host Association acknowledges and agrees that by duly signing this Agreement and returning it to UEFA, the Host Association makes an unconditional and irrevocable offer, as part of the Bidding Procedure, to UEFA to stage (and to be responsible for assuming all the obligations imposed to the event organiser by the applicable laws) the UWCL Final and the Additional Events in the Host City/Host Country (as and when relevant) in accordance with the UEFA Requirements.

2.2. The Host Association's unconditional and irrevocable offer shall be formally accepted by UEFA only after:

- a. receipt of all of the documents from the Host Association as required by UEFA in accordance with the terms of the Bid Procedure;
- b. the decision of the UEFA Executive Committee to appoint the Host Association as the entity selected by UEFA to stage (and to be responsible for assuming all the obligations imposed to the event organiser by the applicable laws) the UWCL Final and the Additional Events followed by the official announcement thereof; and
- c. finally once UEFA countersigns and returns this Agreement to the Host Association.

- 2.3. The Parties acknowledge and agree that no rights are granted to or conferred upon the Host Association in relation to the UWCL Final and the Additional Events unless and until the Host Association has been officially appointed by UEFA to stage (and to be responsible for assuming all the obligations imposed to the event organiser by the applicable laws) the UWCL Final and the Additional Events subject to the fulfilment of all the conditions set out in Clause 2.2.
- 2.4. This Agreement shall take effect from the date of countersignature by UEFA and shall continue until 31 July 2019 unless terminated earlier in accordance with the provisions of Clause 11 (the "Term").

3. UEFA Requirements

- 3.1. The Host Association agrees to be responsible for assuming all the obligations listed as Host Association obligations under the terms of this Agreement and in particular the obligations imposed to the event organiser by the applicable laws in relation to the staging and organisation of the UWCL Final and the Additional Events in accordance with:
- a. the terms and conditions of this Agreement;
 - b. the terms and conditions of the Bid Requirements as well as any documents listed or referred to in the Bid Procedure as being a condition for the staging and organisation of the UWCL Final and the Additional Events;
 - c. the terms and conditions of the Stadium Undertaking, Host City Undertaking and Airport Undertaking(s), which shall fully comply (without any reserves or conditions) with all the elements included respectively in Appendix D, Appendix E and Appendix F of this Agreement. For the avoidance of doubt, if the Host Association and the Stadium Owner, Host City Authority, and/or Airport Authorities deem necessary to enter into respective agreements after the provision of the associated Undertaking, then, in no way, such agreement(s) can derogate to the terms of the Undertaking(s);
 - d. the Regulations of the UEFA Women's Champions League™ 2018-2021 Cycle;
 - e. the Safety and Security Regulations;
 - f. the Guarantees, Undertakings, Confirmation Letters, Engagement Letters, representations, warranties, assurances and other promises made in writing during the Bid Procedure phase all as attached as part of the Appendix I;
 - g. any existing and future statutes, rules and regulations of UEFA by virtue of the Host Association's status as a member association of UEFA; and
 - h. such other reasonable guidelines, directions, requirements, instructions and requests as notified by UEFA to the Host Association in writing from time to time during the Term;
- which shall be all jointly referred to as the "UEFA Requirements".
- 3.2. In the event of conflict between any of the UEFA Requirements, the Host Association shall immediately notify UEFA and UEFA shall liaise with the Host Association to determine which of the conflicting UEFA Requirements shall prevail, provided however that UEFA may

ultimately determine, at its sole reasonable discretion, which one should prevail should the Parties not reach amicable agreement concerning such conflict.

- 3.3. The Parties acknowledge and agree that the UEFA Requirements, being solely under UEFA's control (e.g instructions, guidelines...), may be amended by UEFA from time to time upon reasonable notice from UEFA during the Term. However, UEFA agrees that the primary purpose of such amendment shall not be to affect materially the rights or obligations of the Host Association under this Agreement. In any case, the Host Association agrees to continue to comply with such amended UEFA Requirements, subject to the Parties' agreement on the related costs in accordance with Clause 5.2 below.

4. Roles and Responsibilities

The Host Association

- 4.1 The Host Association has the following responsibilities regarding the staging and organisation of the UWCL Final and the Additional Events:
- a. ensuring that UEFA Requirements for the hosting of the UWCL Final and the Additional Events contained in the Bid Requirements and this Agreement are met.
 - b. assuming all the obligations imposed to the event organiser by the applicable laws.
 - c. managing and delivering all aspects of safety and security relating to the UWCL Final and the Additional Events as defined in this Agreement, in particular, obtaining the relevant authorisations and managing the process of obtaining the authorisations.
 - d. acting as the interface with the local and national Authorities, managing the relationship with the key local stakeholders and obtaining and maintaining in force the relevant signed Undertakings, Confirmations, Guarantees, licences and permits to host the UEFA Women's Champions League™ Final and/or the Additional Events.
 - e. depending on the local legislation and upon UEFA's request, acting as UEFA's fiscal representative in the Host Country.
 - f. initiating promotional activities to create interest and a positive image of the UWCL Final and/or the Additional Events within the Host City and Host Country.
 - g. providing support to UEFA in the sourcing of Volunteers and local workforce, as requested.

UEFA

- 4.2 UEFA is the event owner, competition organiser and possesses operational experience and in-house expertise regarding the hosting of the UWCL Final and the Additional Events. UEFA defines the event concept of the UWCL Final in line with the global event strategy of its competitions. It will support the Host Association in the organisation of the UWCL Final and the Additional Events (as applicable) as follows:
- a. determining the Stadium Requirements, providing advice and specifications regarding overlays and installations as well as ensuring the delivery, monitoring and supervision of the temporary installations.

- b. assuming the responsibility for the implementation of UEFA's contractual obligations towards its Commercial Partners.
- c. assuming the responsibility for the catering operations for all target groups (including F&B concessions). However, UEFA reserves the possibility to ask the Host Association to be involved in such operations.
- d. implementing the ticketing sales, administration and fulfilment. However, UEFA reserves the possibility to ask the Host Association and/or a third party to be involved in such operations.
- e. managing its own target groups (Commercial Partners, media, staff, suppliers) and assuming the responsibility for providing services to its target groups.
- f. subject to the technical approval of the Stadium (restricted to the infrastructure), implementing the UWCL Final branded decoration of the Stadium.
- g. developing and implementing the concept for the pre-match ceremony, the cup presentation ceremony, the fan entertainment and the giant screen programme.
- h. providing event support services such as accreditation management, venue logistics, etc.
- i. project managing the above-mentioned operations and services managed by UEFA and project coordinating with the Host Association's project team and relevant local entities.
- j. based on UEFA's experience from previous matches and information on its areas of operations, advising the Host Association in the development of the Integrated Safety and Security Concept.
- k. under the Host Association's direction, providing support on implementing safety and security operations.

UEFA retains full and exclusive responsibility on the following areas:

- a. competition matters (regulations, refereeing, disciplinary, anti-doping, etc.);
- b. competition and event branding;
- c. Commercial Rights;
- d. any other exploitation rights in relation to the UEFA Women's Champions League™ and/or the UWCL Final; and
- e. international event communications, including the official website.

5 Obligations of the Host Association

- 5.1 Any material change to the obligations of the Host Association, as listed in this Agreement, shall be validated in accordance with a procedure to be agreed by the Parties and in particular shall foresee the impact on the Budget in accordance with the terms of Appendix G.

- 5.2. Such procedure shall, in any case, be initiated by the Party asking for an increase or a decrease of the Host Association's obligations, and shall be followed by a joint agreement of the Parties and formalised in an amendment to this Agreement and in particular of the Budget.

Organisational & Legal Structure

- 5.3 Following the discussions held by the Parties during the Bid Procedure, the Host Association shall provide to UEFA eighteen (18) months prior to the UWCL Final its proposed and preferred organisational and legal structure related to the delivery of the UWCL Final and the Additional Events. Such proposed structure shall be based on the UEFA Requirements and shall take into account (i) any administrative, legal, operational and tax implications related to any applicable laws and in particular the local laws and (ii) the preference expressed by UEFA during the Bid Procedure.
- 5.4 UEFA will review the organisational and legal structure proposed by the Host Association and will provide its comments and/or proposed amendments to be discussed with the Host Association in order to finalise the structure for the UWCL Final and the Additional Events. The final version of the organisational and legal structure agreed by the Parties shall be adopted twelve (12) months prior to the UWCL Final and shall always take into account the best interests of UEFA, the UWCL Final and the Additional Events.
- 5.5 The Host Association will be solely responsible and liable to UEFA for ensuring that all the UEFA Requirements related to the Stadium, Host City and/or Airport(s) are included in the Stadium Undertaking and Stadium Agreement (if applicable), Host City Undertaking and Host City Agreement (if applicable), Airport Undertaking(s) and Airport Agreement(s) (if applicable) as well as in the Engagement Letter(s) signed by the Host Site(s). For the avoidance of doubt, the Host Association responsibility during the Bid Procedure was to provide as a minimum the Undertakings of the Stadium Owner, Host City Authority and the Airport Authorities as well as the commitment including the Engagement Letters from any other relevant Authorities and any other third parties, all as identified by the Host Association. The Parties acknowledges that all the Undertakings, Engagement Letters, and the commitments of third parties including the Guarantees and Confirmation Letters provided by the Host Association are attached as Appendix I of this Agreement. The Host Association warrants that no further commitment shall be provided to allow it to comply with the terms of this Agreement. Furthermore, it is completely at the discretion of the Host Association and, as relevant, the Host City Authority, the Stadium Owner and the Airport Authorities to sign a Host City Agreement, a Stadium Agreement or an Airport Agreement(s).
- 5.6 The Host Association shall proactively identify, as soon as possible, any of the UEFA Requirements which were not included in the Stadium Undertaking, Host City Undertaking and Airport Undertaking(s) as well as in the Engagement Letter(s) or any other commitment and shall remedy, as soon as it is aware of such missing elements, any non-compliance with the UEFA Requirements at its own cost.
- 5.7 Obligations and responsibilities of the Host Association shall not be transferred to the Stadium Owner, Host City Authority and/or any Airport Authorities except with the prior written approval of UEFA. In such case the Host Association will remain fully liable towards UEFA for the performance of all its obligations (including those transferred to the Stadium Owner, Host City Authority and/or any Airport Authority) under this Agreement and shall indemnify UEFA in this respect.

- 5.8 In case when the Stadium Owner, Host City Authority and/or Airport Authorities fail to comply with the UEFA Requirements and fulfil any of their obligations and deliverables for the UWCL Final and the Additional Events under the respective Undertaking towards UEFA or agreements with the Host Association, the Host Association will be responsible towards UEFA to mitigate any resulting costs and to indemnify and hold UEFA harmless against all claims, costs, proceedings, demands, damages, losses, expenses, penalties, fines and liabilities arising out of or in connection with such non-fulfilment of the Stadium Owner, Host City Authority and/or Airport Authorities' obligations and deliverables.
- 5.9 Whenever any of the Clauses of the Stadium Undertaking, Host City Undertaking or Airport Undertaking(s) provide for the consent or approval of the Host Association, the Host Association shall immediately consult UEFA when such consent or approval is to be issued by the Host Association and UEFA, at its reasonable discretion, shall make a recommendation to the Host Association as to whether it shall grant or withhold such consent or approval. For the avoidance of doubt, in case when UEFA does not communicate to the Host Association its recommendation within three (3) Business Days then the Host Association may grant or withhold such consent or approval taking always into account the best interests of UEFA, the UWCL Final and the Additional Events.
- 5.10 The Host Association shall covenant and undertake to UEFA to take all necessary steps to ensure the full support and cooperation of the Authorities (at all institutional levels, both nationally and locally) for the successful staging and organisation of the UWCL Final and the Additional Events. This has included, at the time of the Bid Procedure, the provision of the Undertakings, Confirmation Letters, Engagement Letter and Guarantees. During the Term, this includes:
- a. assuming all the obligations imposed by the applicable laws to the organiser of an event, in particular in relation to the management of the request(s) for being granted with permits and authorisations from any Authorities (from the collection of the documents needed for the submission of the request/application to the final issuance of the permit/authorisation by the relevant Authority including appeal against negative decisions);
 - b. being responsible for ensuring validity throughout the Term and proper implementation of the terms of the agreement(s), when relevant, but also Undertakings, Confirmation Letter(s), Engagement Letter(s) and of the Guarantees including the management of the enforcement of such documents against any relevant third parties (including the Authorities); and
 - c. more generally, introducing and supporting UEFA in its cooperation with the Authorities.
- 5.11 The Host Association will be required to obtain (or shall procure that the Stadium Owner, Host City Authority or the Airport Authorities obtain(s)) all such approvals, consents and assistance as may be required from any third parties (including the Authorities) in connection with the UWCL Final and the Additional Events and shall ensure that all other persons, entities or governmental bodies involved in the UWCL Final and the Additional Events will cooperate fully with UEFA and comply with the UEFA Requirements at all times in so far as such UEFA Requirements are applicable to such persons, entities or governmental bodies (and to the maximum extent permitted under the applicable laws). In particular, the Host Association shall ensure that any and all relevant licences are obtained and maintained relating to the use of all music at the UWCL Final and the Additional Events from the relevant

national collecting society, and the Host Association shall notify and assist UEFA in respect of any additional procedural or operational formalities required in this respect. The Host Association shall ensure that UEFA is a beneficiary of such licences.

- 5.12 Without any limitation to the scope of the respective Guarantees, Confirmation Letters, Engagement Letters and Undertakings or other commitments obtained for the UWCL Final and the Additional Events, the Host Association shall take all necessary steps to cooperate with the competent and empowered Authorities (at all institutional levels, both nationally and locally) in order to minimise any direct and/or indirect taxes and duties payable by UEFA (including any subsidiaries of UEFA and any of UEFA's permanent or temporary delegates, officials, representatives, staff and guests) the Commercial Partners and/or the Finalists (including any players, officials and coaches of the Finalists) from/or in direct or indirect connection with design, planning, promotion, organisation, staging of and/or participation in the UWCL Final and/or the Additional Events. If requested by UEFA, the Host Association shall represent UEFA, the Commercial Partners and/or the Finalists before the relevant Authorities in the Host Country in order to minimise and/or reclaim any such taxes related to the UWCL Final and/or the Additional Events.
- 5.13 The Host Association acknowledges and agrees that it may be requested and shall agree to enter into specific contracts with certain land owners and property owners (if necessary), suppliers, safety and security companies, service providers and/or local staff in relation with the UWCL Final and the Additional Events.

Representations and Warranties of the Host Association

- 5.14 The Host Association warrants and undertakes to UEFA that:
- a. it has the capacity, power and authority to enter into this Agreement and fulfil its obligations,
 - b. all information provided and representations made by the Host Association to UEFA, including during the Bid Procedure, are accurate, binding upon the Host Association and may be relied upon by UEFA, unless if such information or representations is contradictory to the terms of this Agreement. Furthermore, the Host Association has not and will not knowingly withheld from UEFA any information relating to the staging and organisation of the UWCL Final and the Additional Events;
 - c. it will comply with any and all of the UEFA Requirements and the Project Plan at all times;
 - d. it will ensure that none of its agents perform any act or omission which causes or is likely to cause disruption, cancellation or interference with the UWCL Final and the Additional Events; and
 - e. in undertaking its obligations under this Agreement, it will comply with all applicable international and local laws or regulations and be liable and bear all costs arising as a result of non-compliance with the same.

Project Team

- 5.15 In accordance with the terms of the Bid Requirements, the Host Association shall identify competent and experienced personnel to be appointed as members of the Local Organising Structure, who shall be responsible for the implementation of the Host Association's obligations in relation to the organisation and staging of the UWCL Final and the Additional Events. A summary of the major requirements to be implemented by the Host Association with respect to staffing for the UWCL Final and the Additional Events is set out in Appendices B and C.
- 5.16 The Host Association shall be responsible for complying with all social security, labour laws, insurance, taxation and similar obligations in relation to its entire staff in the Project Team/Local Organising Structure.

Volunteers

- 5.17 In line with other major international sporting events, the Host Association shall (or support UEFA to) source, choose and manage local volunteers, in full compliance with applicable laws. UEFA will share with the Host Association information collected during previous UEFA Women's Champions League™ matches, which shall be considered as the basis for defining the volunteer requirements for the UWCL Final and the Additional Events. In addition, UEFA, following the same process, will provide the Host Association with a list of profiles and a provisional number of volunteers required for various projects as appears to be needed for the UWCL Final and the Additional Events. If UEFA source, choose and manage the volunteers, then the Host Association shall provide full consultancy services to UEFA to ensure compliance with applicable laws.

Stadium

- 5.18 The Host Association shall provide to UEFA the Stadium Undertaking, as part of and in accordance with the conditions listed in the Bid Procedure and in this Agreement. For the avoidance of doubt, such Undertaking shall represent an irrevocable commitment from the Stadium Authority to comply with the Stadium Requirements. It shall be drafted in English using the relevant template undertaking attached as Appendix D as a basis, not altering the substance and the material obligations listed in such template.
- 5.19 If concluded, the Host Association shall provide a copy (or copies) of the Stadium Agreement to UEFA immediately after its execution, including (if so requested by UEFA) its certified translation into the English language.
- 5.20 The Host Association shall ensure that the Stadium Owner complies fully with the Stadium Undertaking and the Stadium Agreement if applicable, and it shall, if requested by UEFA, take such action (including legal action), at its own costs, as UEFA considers appropriate at its reasonable discretion against any Stadium Owner to ensure full compliance with the terms of the Stadium Undertaking and Stadium Agreement (if applicable) or to remedy any failure in this respect.
- 5.21 The Host Association shall ensure that separate agreements are concluded as necessary to secure any land and facilities owned and/or contractually controlled by third parties in and around the Stadium and any Official Sites in order to meet the UEFA Requirements. The Host Association shall provide a copy of each of those third-party agreements to UEFA

immediately after their execution, including (if so requested by UEFA) its certified translation into the English language.

- 5.22 The Host Association shall ensure that the infrastructure and facilities at the Stadium comply with any applicable laws (including in relation to health and safety), the UEFA Requirements and in particular with the Stadium Requirements set out in Appendix D. Furthermore, it is understood and agreed by the Host Association that the Stadium shall be provided with all the services imposed by applicable laws to the entities exploiting a building as well as the ones applying to the building being open to the public and in particular for mass events.

Ticketing

- 5.23 UEFA agrees to provide the Host Association an allocation of purchase tickets, complimentary tickets and VIP tickets for its own use as well as for the use of the Host Association target groups. Such ticket allocation will be defined by UEFA based on the ticket number provided at previous UEFA Women's Champions League™ matches and the specificities of the UWCL Final.
- 5.24 UEFA will not deal with or accommodate ticket requests from the Host Association's target groups unless otherwise agreed in advance between the Parties.
- 5.25 The ordering procedure for the tickets foreseen in Clause 5.23 will be communicated by UEFA to the Host Association in due time. The Host Association agrees to comply with any of UEFA's instructions in relation to the distribution of such tickets and in particular in relation to the communication of data, data privacy, transmission of the terms and conditions relating to the usage of the tickets to the ticket holders.
- 5.26 In case of existing skyboxes at the Stadium, the Host Association will be responsible of the management. However, the Host Association acknowledges and agrees that UEFA Commercial Partners shall have a priority right relating to their occupancy. The revenues generated by the skyboxes will be retained by the Host Association.
- 5.27 The Host Association shall cooperate with UEFA to prevent and prohibit the unauthorised sale, distribution and/or promotional use of tickets for the UWCL Final (and any Additional Event if it is a ticketed event with tickets being sold to the general public) and procure the full support of the Authorities to take all necessary steps in relation thereto.
- 5.28 The Host Association acknowledges and agrees that any customary ticket entitlements for any target groups of the Host Association and/or the Stadium that may apply to matches at the Stadium shall not apply for the Match, unless otherwise agreed by UEFA.
- 5.29 The Host Association shall support UEFA in establishing and implementing the ticketing strategy for the UWCL Final, in the following areas:
- a. seat inventory of gross capacity per sector, view obstructed seats, killed seats in electronic form calculating the net capacity for the Stadium;
 - b. maps (in electronic format) illustrating the Stadium's layout and sectors, vomitories and gates;

- c. seat inventory of killed seats and view obstructed seats meeting the broadcast and media facilities' requirements for the UWCL Final at the Stadium;
- d. establishing and implementing (if so required by and agreed with UEFA) public ticket sales, last minute onsite ticket sales, and/or any operations related thereto as well as any additional sales as required by the Host Association for the UWCL Final or the Additional Events provided that any administrative fees incurred for such ticket sales are paid for by the Host Association; and
- e. if so required by and agreed with UEFA, use of the relevant systems and in particular the ticketing system at the Stadium (in accordance with the Stadium Requirements) and providing the ticketing office staff member(s) from the Host Association (provided that no additional costs are to be incurred in relation thereto by the Host Association).

Host City, Host Site(s) and Airport(s)

- 5.30 The Host Association shall provide to UEFA the Host City Undertaking, as part of and in accordance with the conditions listed in the Bid Procedure and in this Agreement. For the avoidance of doubt, such Undertaking shall represent an irrevocable commitment from the Host City Authorities to comply with the Host City Requirements. It shall be drafted in English using the relevant template undertaking attached as Appendix E as a basis, not altering the substance and the material obligations listed in such template.
- 5.31 If concluded, the Host Association shall provide a copy of the Host City Agreement to UEFA immediately after its execution, including (if so requested by UEFA) its certified translation into English language.
- 5.32 The Host Association shall provide to UEFA, for each city where an Official Site is located, an Engagement Letter, as part of and in accordance with the conditions listed in the Bid Procedure and in this Agreement. For the avoidance of doubt, such letter shall represent an irrevocable commitment from the Host Site Authority to comply with the relevant sections of the Host City Requirements. It shall be drafted in English using the relevant template engagement letter attached as Appendix E as a basis, not altering the substance and the material obligations listed in such template.
- 5.33 The Host Association shall ensure that the Host City Undertaking and Host City Agreement (if applicable) and the Engagement Letter(s) include any of the UEFA Requirements applicable with respect to the areas of responsibilities of the Host City/Host Site and in particular the Host City Requirements set out in Appendix E.
- 5.34 The Host Association shall ensure that the Host City/Host Site Authority complies fully with the Host City Requirements and subsequent agreement including any venue hire agreements concluded with the Host City/Host Site for the land or facilities used for the UWCL Final and the Additional Events, and it shall, if requested by UEFA, take such action (including legal action) as UEFA considers appropriate at its reasonable discretion against the Host City/Host Site Authority to ensure full compliance with the terms of the Host City Undertaking and Host City Agreement (if applicable) or the Engagement Letter or to remedy any failure in this respect.
- 5.35 The Host Association shall provide to UEFA the Airport Undertaking(s), as part of and in accordance with the conditions listed in the Bid Procedure and in this Agreement. For the

avoidance of doubt, such Undertaking shall represent an irrevocable commitment from the Airport Authorities to comply with the Airport Requirements. It shall be drafted in English using the relevant template undertaking attached as Appendix F as a basis, not altering the substance and the material obligations listed in such template.

- 5.36 If concluded, the Host Association shall provide a copy of the Airport Agreement(s) to UEFA immediately after its/their execution, including (if so requested by UEFA) its certified translation into the English language. Furthermore, the Host Association shall ensure that the relevant Authorities provide the Guarantee(s) required for full compliance with the terms of the Airport Requirements.
- 5.37 The Host Association shall ensure that the Airport Undertaking(s) and the Airport Agreement(s) (if applicable) or Guarantees include any of the UEFA Requirements applicable with respect to the areas of responsibilities of the Airport Authorities and in particular the Airport Requirements set out in Appendix E.
- 5.38 The Host Association shall ensure that the Airport Authorities complies fully with the relevant Airport Requirements and the Undertaking, Guarantee(s), and any subsequent agreement(s) and it shall, if requested by UEFA, take such action (including legal action) as UEFA considers appropriate at its reasonable discretion against the breaching Airport Authorities to ensure its full compliance with the terms of the relevant Airport Undertaking and Guarantee(s) or to remedy any failure in this respect.

Mobility and Transportation

- 5.39 The Host Association shall work with the Host City Authority to coordinate detailed planning and implementation of a mobility concept together with all the relevant Authorities. The mobility concept shall detail:
- a. the manner in which the Host Association shall work with the Authorities to provide access of persons and goods for the UWCL Final and the Additional Events into and out of the Host Country (including smooth and efficient customs and visa procedures) provided that the persons and goods shall comply with the requirements of the Authorities;
 - b. existing and/or planned transportation facilities to and from the main points of arrival in the Host City (in particular the Airport(s)), railway and metro stations as well as road networks) with convenient and reasonable travel times in order to facilitate (but for the avoidance of doubt not guarantee) efficient access and mobility to and from the city centre, the relevant hotels and the Stadium as is required for event(s) of the scale of the UWCL Final and the Additional Events and the conditions imposed by the relevant UEFA Requirements;
 - c. the coordination of the mobility concept shall include as a minimum the following Authorities: Police, traffic management, public transportation, Airport(s), air traffic and any other relevant local Authorities as identified by the Host Association and from whom a commitment to comply with the relevant section of the UEFA Requirements has been provided by the Host Association at the time of the Bid Procedure, all in constructing a clear and coordinated mobility concept for attendees of the UWCL Final and/or any Additional Events including the following areas:

- i. Access routes: from the Host City key locations to the Stadium via public transport;
 - ii. Special coach/bus parking areas near the Stadium;
 - iii. Ensuring swift and safe post-UWCL Final departure solutions from the Stadium to each of the Airport(s) and key locations within the Host City.
- d. the various resources required to implement the mobility concept including the appointment of a main transport coordinator and such other persons as agreed between the Parties, as well as the provision of such information, facilities and infrastructure to ensure high quality and safe transportation for the UWCL Final and the Additional Events.

5.40 The Host Association shall:

- a. procure that the relevant Authority organises special transportation and parking systems on the day of the UWCL Final for all ticket holders at main points of domestic and international arrivals in the Host City including public transportation arrangements to and from the Host City centre, the Stadium, other areas/cities used for any of the Additional Events and the Airport(s)/main train station(s);
- b. monitor, coordinate and inform UEFA of all transportation routes and main points of arrival to and from the Stadium/Official Sites so that such routes may be used for the official transportation system of the UWCL Final and other Additional Events; and
- c. use its best endeavours to ensure that sufficient means of transportation (including taxis and any other similar systems) in and around the Host City are available throughout the night of the UWCL Final.

5.41 The Host Association together with the relevant Authorities shall identify the locations, install, maintain and dismantle adequate directional signage at the key areas in and around the Host City to guide all ticket holders to the Stadium in order to clearly indicate to the general public and supporters the transportation system for the UWCL Final and the Additional Events.

5.42 The Host Association shall support UEFA in securing appropriate pick-up and drop-off points at the Stadium and the official hotels for the official guest transportation system of the UWCL Final and other Additional Events as organised by UEFA.

5.43 UEFA and the Host Association shall notify each other of any unofficial transportation arrangements that it is made aware of in the lead up to the UWCL Final and/or Additional Events.

Training grounds

5.44 The Host Association shall identify and procure high quality training grounds for use by each Finalist throughout the entire duration of their stay (in principle two (2) days) in the Host City, which shall be located within a reasonable distance from the Finalist's hotel and which shall comply with the Clean Site Principle. Training facilities shall include:

- a. a grass pitch of standard dimensions (105m x 68m) in perfect condition as required for the UWCL Final;

- b. dressing rooms; and
- c. sport equipment required for football training (including markings, movable goals, cones) as requested by UEFA.

Accommodation

- 5.45 The Host Association may be requested to support UEFA in negotiations with the hotels identified by the Host Association to ensure that enough rooms and facilities at competitive, market prices are secured for the UWCL Final and the Additional Events. For the avoidance of doubt, UEFA will contract and ensure its implementation directly with the hotels.

Medical Requirements

- 5.46 The Host Association shall be responsible for full compliance with the Medical Regulations for the UWCL Final.
- 5.47 Inspections of the Stadium, Finalist training grounds/hotels and local medical facilities may be conducted in advance of the Final by UEFA-appointed medical officials. The outcomes of such inspections will be reported to the medical service organiser of the Host Association for corrective action to be taken where and when required.

6 Obligations of UEFA

Representations and Warranties of UEFA

- 6.1. UEFA warrants and undertakes to the Host Association, upon signing this Agreement and throughout the Term, that:
- a. it has the capacity, power and authority to enter into this Agreement and fulfil its obligations;
 - b. all information provided and representations made by UEFA to the Host Association are accurate, binding upon UEFA and may be relied upon by the Host Association, and that UEFA has not and will not knowingly withheld from the Host Association any information relating to the staging and organisation of the UWCL Final and the Additional Events; and
 - c. in undertaking its obligations under this Agreement, it will comply with all applicable international and local laws or regulations and bear all costs and liability that may arise as a result of non-compliance with the same.

7. Financial Terms

- 7.1 In consideration for the delivery by the Host Association of its obligations and in particular for such delivery in compliance with the UEFA Requirements, all in respect of the UWCL Final and the Additional Events, UEFA shall pay to the Host Association the Financial Remuneration as set out in detail in Appendix G.

The Host Association agrees and acknowledges that, notwithstanding the dates set out in the payment schedule in paragraph 4 of Appendix G, UEFA shall not be required to make any payment to the Host Association hereunder unless and until an invoice acceptable to

UEFA which has been received in relation thereto and, in any event, no earlier than the date which is thirty (30) days of the date of receipt of any such approved invoice by UEFA. The Host Association agrees that each such invoice shall contain the bank account details to which the relevant payment shall, subject to the foregoing, be effected by UEFA.

All invoices shall be sent to the following address:

UEFA
Invoice processing
Route de Genève 46
1260 Nyon
Switzerland

- 7.2 The Parties acknowledge and agree that all revenue generated from the exploitation of the UWCL Final and the Additional Events will be retained by UEFA, including:
- a. ticketing sales;
 - b. food and beverages concessions (if exploited by UEFA).
- 7.3 The Host Association agrees to pay (if so required) to third parties the costs allocated to UEFA under the agreed Budget on behalf of UEFA, and UEFA hereby agrees to reimburse the Host Association for any such incurred costs and shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, the Host Association, their sub-licensees, their respective 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 legal expenses) and costs resulting from, arising out of, related to or in connection with the Host Association agreeing to pay such costs or entering into an agreement for the payment of such costs on behalf of UEFA.
- 7.4 UEFA will not be liable for any fees or any costs, taxes, charges or expenses of whatsoever nature under this Agreement if not listed in the Budget and/or in Appendix G, unless agreed in advance in writing.

8 Insurance & Liability

- 8.1 As it deems appropriate, UEFA will cover its own risks within the limits of its duties, responsibilities and objectives in connection with the UWCL Final (umbrella insurance) as follows:
- a. third party liability claims against UEFA;
 - b. pecuniary loss claims against UEFA;
 - c. accidents involving UEFA staff, delegates and secondees;
 - d. spectator claims against UEFA;
 - e. loss or damage of UEFA objects; and
 - f. consequential damages claims against UEFA.

- 8.2 The Host Association shall conduct a comprehensive risk assessment, the results of which shall be provided to UEFA well in advance of the UWCL Final, but at the latest with the start of the preparation activities, in order to determine appropriate and sufficient insurance coverage as will be required in relation to the UWCL Final and the Additional Events. In principle, UEFA is considering the insurance requirements attached as Appendix H (the "Insurance Requirements") as being a minimum.
- 8.3 Subject to the risk assessment referred to above and the Insurance Requirements, the Host Association is required to:
- a. conclude at its own expense, following the process defined in the Insurance Requirements, all necessary and adequate insurance coverage with reputable insurers to cover all potential risks related to the Host Association's obligations in connection with the preparation, staging and organisation of the UWCL Final and the Additional Events within the deadline set out in the Insurance Requirements;
 - b. ensure that its insurance coverage extends to UEFA and all persons participating in or attending the UWCL Final and the Additional Events as co-insured and that it includes all preparatory and Additional Events in which the Host Association is involved including cross-liability;
 - c. ensure that its insurance coverage includes general third-party liability insurance, providing for an adequate insured sum, as agreed by UEFA following the risk assessment and the minima set out in the Insurance Requirements, for injuries and damages to persons, objects and property, pecuniary loss, health and accident insurance for all persons contracted by the Host Association, and any other insurance cover (e.g. cancellation insurance) which is deemed necessary and appropriate under the applicable laws and the risk assessment conducted by the Host Association corresponding to the specific circumstances of the UWCL Final and the Additional Events; and
 - d. ensure that the Stadium Owner, the Host City Authority and Airport Authorities conclude, at their own expense, all necessary and adequate insurance coverage with reputable insurers to cover all potential risks in connection with their respective risks for the preparation, staging and organisation of the UWCL Final and the Additional Events and undertake such insurance itself in case of failure of the Stadium Owner, Host City Authority and/or Airport Authorities to do so at its own expense.
- 8.4 The Host Association will indemnify, hold harmless and defend UEFA from and against all liabilities, claims, damages or costs arising pursuant to this Agreement as a result of failure by the Host Association, Stadium Owner, Host City Authority and/or Airport Authorities to perform any of its respective obligations in accordance with this Agreement, the Stadium Undertaking and Stadium Agreement (if applicable), the Host City Undertaking and the Host City Agreement (if applicable) and/or the Airport Undertaking(s) and the Airport Agreement(s) (if applicable) respectively.

9 Safety & Security

- 9.1 The Host Association, in cooperation with the Host City Authority and any other relevant Authority and the support of UEFA, shall prepare a comprehensive safety and security concept, covering also all appropriate medical and health services for the UWCL Final and

the Additional Events, as required under any and all applicable laws. The Host Association shall secure and procure, at no direct or indirect costs for UEFA, full support and cooperation of relevant Authorities in the development and implementation of the safety and security concept for the UWCL Final and the Additional Events.

- 9.2 The Host Association shall be responsible and liable for safety and security at the UWCL Final and the Additional Events and for any loss or damage which may arise directly or indirectly as a result of the Host Association's failure to comply with this obligation or any applicable laws.
- 9.3 The Host Association shall ensure that the Host City Authority and/or any relevant Authority (as applicable) will be responsible for and will bear all direct and indirect costs for public safety and security measures taken with respect to the UWCL Final and the Additional Events, including providing the necessary policing, fan separation, coordination of the Authorities forces and emergency services in the key areas of the Host City, all access routes and vicinity of each of the Official Sites including the Stadium.
- 9.4 The Host Association is responsible for and will bear all costs related to the private security at Official Sites except for:
- a. private security inside the Stadium in respect of which the Host Association shall ensure that the Stadium Owner shall be responsible for all safety and security measures taken inside the Stadium in accordance with any applicable law in relation to the UWCL Final; and
 - b. private security related to the Official Site set up by the Host City Authority in respect of which the Host Association shall ensure that the Host City Authority and/or any relevant Authority (as applicable) will be responsible for and will bear all costs related thereto.
- 9.5 Any change to the allocation of responsibilities and costs related to the above UEFA Requirements in respect of safety and security will be governed by the general rules applying to the change of responsibilities and budget under the terms of Appendix G.
- 9.6 UEFA shall provide the Host Association with relevant, accurate and up to date information in respect of any obligations of the Host Association related to safety and security, which the Host Association is required to provide to the Stadium Owner, Host City Authority and the Airport Authorities as set out in the respective Undertakings. In particular UEFA must provide travel arrangements for the Finalists' supporter groups within a reasonable time frame of this information being received by UEFA.

10 Commercial Rights & Intellectual Property

Commercial Rights

- 10.1 The Host Association acknowledges and agrees that UEFA owns and controls all Commercial Rights and the Host Association shall protect all rights and interests of UEFA and the Commercial Partners based on the principle of exclusivity. For the avoidance of doubt, UEFA shall be entitled to appoint any suppliers and/or service providers it deems suitable (at its sole discretion) for the delivery of various project elements in relation to the UWCL Final and the Additional Events and shall not be obliged to work in particular with any

suppliers, service providers or partners of the Host Association, the Stadium Owner, the Host City Authority and/or the Airport Authorities.

- 10.2 The Host Association shall not (and shall not permit any third party to) exploit any Commercial Rights or conduct any commercial programme in connection with the UWCL Final and/or the Additional Events other than as expressly stated in this Agreement or with the prior written consent of UEFA. In no event may any such exploitation of rights or commercial programme conflict with, compete with or otherwise be inconsistent with or restrict the exercise by the Commercial Partners of the Commercial Rights granted to them by UEFA.
- 10.3 The Host Association shall cooperate with UEFA and the Authorities to prevent and/or take action against any infringements related to the Commercial Rights, and any other rights and interests of UEFA and the Commercial Partners in the Host Country and the Host City.
- 10.4 The Host Association shall work with UEFA to ensure that the Clean Site Principle is applied at all Official Sites. UEFA will provide the Host Association with appropriate guidance in relation to the enforcement of the Clean Site Principle. When only part of a site is used as an Official Site, the implementation of the Clean Site Principle shall be under the conditions notified in due time by UEFA at its reasonable discretion.
- 10.5 Without prejudice to Clauses 10.2, 10.3 and 10.4, the Host Association shall work with UEFA to prevent and/or take action against any Ambush Marketing and to enforce the Clean Site Principle in the Official Sites in relation to the UWCL Final and the Additional Events in the Host Country and the Host City. In this regard, the Host Association shall provide all such assistance as UEFA may require to ensure that no third party organises or conducts any commercial programme, campaign or activity in relation to the UWCL Final and/or the Additional Events (including any action from the Host Association partners, hospitality and/or travel packages or programmes, ticket promotion and/or ticket resale activities) that in UEFA's opinion constitutes or is likely to constitute Ambush Marketing without the prior written consent of UEFA. UEFA will provide the Host Association with appropriate guidance in relation to preventing Ambush Marketing.
- 10.6 In particular, the Host Association shall provide appropriate personnel to undertake dedicated rights protection (including anti-counterfeit product activities)/Ambush Marketing prevention patrols in the neighbouring land and facilities in and around the Stadium/any Official Site perimeter, which areas shall be agreed by the Host Association and UEFA, and shall procure the support of relevant personnel from the Host Country and the Host City Authorities and law enforcement authorities. The number of persons (as well as their qualification) required for such patrols should be determined by UEFA and the Host Association (acting reasonably) taking into account the size, layout and logistical challenges of the Stadium or any of the Official Sites.

UEFA Intellectual Property

- 10.7 The Parties expressly acknowledge that UEFA owns and controls all Intellectual Property related to UEFA, the UEFA Women's Champions League™, the UWCL Final and the Additional Events (including the UEFA IPR) 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 the Host Association prior to the date of this Agreement) generated by the Host Association in staging the UWCL Final and/or the Additional Events and fulfilling its

obligations under this Agreement. Further requirements relating to UEFA Intellectual Property and imposed to the Host Association are listed in Appendix A.

Host Association Intellectual Property

- 10.8 The Host Association hereby grants to UEFA for the Term a worldwide, non-exclusive, irrevocable licence to use the Intellectual Property of the Host Association, including the Host Association's name, image, branding, logos, designs and maps and any material derived there from ('Host Association Intellectual Property') for non-commercial uses via any and all current and/or future media but only in relation to the UWCL Final and the Additional Events free from any third party rights and/or any further charges, provided that UEFA complies at all times with any reasonable conditions set forth by the Host Association (at the time when any such Host Association Intellectual Property is provided to UEFA) governing the use of such Host Association Intellectual Property.

UEFA shall be entitled to continue to use the Host Association Intellectual Property already used during the Term, following the expiry or termination of this Agreement for UEFA's internal purposes and for the purposes of promoting the UEFA Women's Champions League™ by reference to the Final and/or the Additional Events.

- 10.9 UEFA acknowledges and confirms that, as between the Parties, the Host Association owns all intellectual property rights and title in the Host Association Intellectual Property and UEFA shall not at any time do anything which is likely in any way to prejudice such rights and title.
- 10.10 The Host Association shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, UEFA, its 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 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 in relation to its use of the Host Association 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 Association of such claim or action;
 - b. not settle, admit or compromise the relevant claim or action without the Host Association's prior approval; and
 - c. provide all such assistance, co-operation and information as the Host Association may reasonably require in connection with such claim or action.

Stadium Intellectual Property

- 10.11 The Host Association hereby grants to UEFA (or shall procure that the Stadium Owner grants to UEFA) for the Term a worldwide, non-exclusive, irrevocable licence (with the right to sub-license to UEFA affiliates and Commercial Partners) to use the Intellectual Property of the Stadium Owner including the Stadium's name, image, branding, logos, designs and maps (including any material derived there from) ('Stadium Intellectual Property') for any commercial and non-commercial uses via any and all current and/or future media in relation with the UWCL Final and any Additional Events free from any third party rights (including any architects 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 Association or the Stadium Owner (at the time when any such Stadium Intellectual Property is provided to UEFA) governing the use of such Stadium Intellectual Property.

In addition, UEFA and any third party authorised by UEFA in accordance with the terms of this Agreement shall be entitled to use the Stadium Intellectual Property following the expiry or termination of this Agreement for (i) UEFA's internal purposes; (ii) the promotion of the UEFA Women's Champions League™ by reference to the UWCL Final and/or the Additional Events; and (iii) "heritage" marks in which the Stadium Intellectual Property together with other UWCL Final mark(s) would act as a historical reference to the UWCL Final and be used individually, or alongside heritage marks from previous UEFA Women's Champions League™ finals to create official UEFA licensed products.

Subject to the limited extension of the license for the uses listed in the above paragraph, any such sublicense granted in accordance with this Clause shall automatically terminate on the earlier of:

- a. the termination or expiry of this Agreement; or
- b. one (1) month after the UWCL Final.

Thereafter, Commercial Partners may apply directly to the Host Association or the Stadium Owner for a right to use the Stadium 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 Stadium 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 Stadium 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.

10.12 The Host Association 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 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 Stadium 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 Association 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 Association may reasonably require in connection with such claim or action.

Host City Intellectual Property

- 10.13 The Host Association hereby grants to UEFA (or shall procure that the Host City Authority grants to UEFA) for the Term a worldwide non-exclusive irrevocable licence (with the right to sub-license to UEFA affiliates and Commercial Partners) to use the Intellectual Property of the Host City including the Host City's (or any of the Host City's landmarks) name, image, branding, logos, designs and maps (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 UWCL Final and the Additional Events free from any third party rights and/or any further charges, provided that UEFA or the Commercial Partners (as the case may be) comply at all times with any reasonable conditions set forth by the Host Association or 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.
- 10.14 In addition, UEFA and any third party authorised by UEFA in accordance with the terms of this Agreement shall be entitled to use the Host City Intellectual Property following the expiry or termination of this Agreement for (i) UEFA's internal purposes, (ii) promoting the UEFA Women's Champions League™ by reference to the UWCL Final and/or the Additional Events and (iii) producing official UEFA "heritage" licensed products, where the central theme of the product would be the history of the UEFA Women's Champions League™ and of the UWCL UEFA Women's Champions League™ final and not the UWCL Final on its own. Furthermore, such "heritage" mark would be a mark which is created to act as a historical reference of a final, and which may be combined with heritage marks from previous other finals to create official licensed products.

Subject to the limited extension of the license for the uses listed in the above paragraph, any sub-license granted in accordance with this Clause shall automatically terminate on the earlier of:

- a. the termination or expiry of this Agreement; or
- b. one (1) month after the UWCL Final.

Thereafter, Commercial Partners may apply directly to the Host Association or the 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.
- 10.15 UEFA acknowledges and confirms that the Host City Authority owns all intellectual property rights and title in the Host City Intellectual Property and shall not at any time do anything which is likely in any way to prejudice such rights and title.
- 10.16 The Host Association 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 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 Association 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 Association may reasonably require in connection with such claim or action.

11 Termination

Causes of Termination

- 11.1 UEFA shall have the right to terminate this Agreement with immediate effect and no remedy period by written notice in case of Host Association's breach of an essential material obligation such as if UEFA, based on instructions or advice provided by the relevant Authorities or any external reliable experts, considers that safety and security problems may threaten the successful staging and organisation of the UWCL Final and the Additional Events or where there are organisational or logistical problems which in UEFA's sole opinion threaten the successful staging and organisation of the UWCL Final and/or the Additional Events in the Host Country, the Stadium and/or the Host City.

The Parties specifically acknowledge and agree that material breach by the Host Association under Clause 11.1 will be deemed to include any failure to:

- a. procure that the Stadium is, or will be, ready and available for the UWCL Final as specified by UEFA;
 - b. secure sufficient infrastructure, accommodation and transportation facilities for the UWCL Final in accordance with the UEFA Requirements;
 - c. procure the full support of the Government and any other relevant authorities, including the Host City Authority and the Stadium Owner, to fulfil and implement UEFA Requirements; and
 - d. procure that the Guarantees are valid and enforceable by the relevant authorities of the Government and any other relevant authorities, including the Host City Authority, in connection with the UWCL Final.
- 11.2 UEFA shall have the right to terminate this Agreement in case of non-remedied material breach to any of the Stadium Undertaking, Host City Undertaking and/or Airport Undertaking or any related agreements (if applicable).
- 11.3 Either Party shall have the right to terminate this Agreement with immediate effect by written notice to the other Party if:
- a. either Party other than the terminating Party commits a material breach of any of its material obligations or warranties under this Agreement and such breach is unable to be remedied;

- b. either Party 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 during the period of thirty (30) days starting on the date of receipt of notice from the Party not in breach requiring it to be remedied. Such period is reduced to twenty-four (24) hours during the seven (7) last days before the UWCL Final is scheduled to be played. For the avoidance of doubt, a material breach also includes the breach of a material obligation of any of the Undertaking by any of the relevant authority leading the Host Association to be in material breach of the warranty provided to UEFA.

Consequences of Termination

11.4 Immediately upon expiry or termination of this Agreement however arising:

- a. the licence granted by UEFA in accordance with Appendix A will cease immediately;
- b. all rights granted to the Host Association in connection with the UWCL Final and the Additional Events will revert to UEFA;
- c. the Stadium, the Host City, the Airport(s), the Host Sites will be released from their commitments included in the Stadium Undertaking, Host City Undertaking, the Airport Undertakings and the Engagement Letters. Furthermore, if applicable, the Stadium Agreement, the Host City Agreement and the Airport Agreement(s) will be terminated or amended as required by the Host Association in relation to the UWCL Final;
- d. the Parties will take all necessary steps to minimise any financial damages in respect of the UWCL Final and the Additional Events not being staged; and
- e. in case of termination, the Host Association shall return to UEFA any and all fees already paid to the Host Association by UEFA. For the avoidance of doubt, UEFA shall pay to the Host Association any proven, already paid and non-recoverable costs incurred by the Host Association, the Stadium Owner, the Host City Authority or any of the Airport Authority in the provision of their respective obligations/services in relation to the UWCL Final and/or the Additional Events. UEFA shall not be liable for any other costs, fees, penalties, damages or losses whether direct or indirect, including, damage for loss of business, loss of profits, or any other consequential loss.

11.5 Within thirty (30) days after expiry or termination of this Agreement, the Host Association will return all materials relating to the UWCL Final and the Additional Events in its possession or control, strictly in accordance with the directions of UEFA.

11.6 The Parties will 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.

12 Force Majeure

12.1 If one of the Parties cannot fulfil or perform its tasks under this Agreement for any reason of Force Majeure, then such non-performance or failure to fulfil its tasks will not be deemed to be a breach of this Agreement provided that the Party seeking to rely on this Clause:

- 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.

12.2 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 those rights and liabilities which were accrued prior to such termination and which shall continue to subsist. Such period is reduced to 24 hours during the last seven (7) days before the UWCL Final.

13 Postponement

13.1 If the UWCL Final and/or any Additional Events' dates are changed by UEFA, then the performance of the obligations of the Parties will not terminate and the Host Association will not assert any claims or rights to damages against UEFA.

14 Change of Venue

14.1 If it is agreed between the Parties to, for whatever reason, change the venue (but within the Host Country) originally selected for the UWCL Final or any Additional Events then, upon agreement between the Parties, the Host Association shall stage and organise the UWCL Final or any Additional Events, at such stadium or venue as agreed between the Parties, always subject to and in accordance with the same terms and conditions of this Agreement (which shall apply *mutatis mutandis* save to the extent that the terms and conditions are varied by the Parties by written agreement) provided that UEFA shall pay any reasonable, duly evidenced, already incurred and non-refundable, operational costs and damages incurred by the Stadium Owner, the Host City Authority or any of the Airport Authority or any sub-contractors or licensees of any of these parties in the provision of their respective services in relation to the UWCL Final and/or the Additional Events. For the avoidance of doubt, UEFA shall not be liable for any other costs, fees, penalties, damages or losses whether direct or indirect, including, damage for loss of business, loss of profits, or any other consequential loss.

15 General

15.1 The Host Association acknowledges and agrees that UEFA shall be entitled to appoint certain third parties to perform certain tasks in connection with the UWCL Final and the Additional Events on behalf of UEFA, and that it shall cooperate fully with any such third party to implement the UEFA Requirements.

15.2 The Parties shall keep each other immediately informed of all matters which are likely to be of importance in relation to the UWCL Final and the Additional Events including any circumstances which may affect, hinder or endanger the successful organisation of the UWCL Final, the Additional Events or the fulfilment of any of the obligations as set out in this Agreement.

- 15.3 Except as otherwise expressly set out in this Agreement, neither Party may delegate, assign, sub-license or transfer any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement, or purport to do any of the same without the prior written consent of the other Party. Any purported assignment in breach of this Clause will confer no rights on the purported assignee.
- 15.4 Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party will have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in any manner which would indicate or imply any such relationship with the other Party, unless agreed otherwise by the Parties or otherwise indicated in this Agreement.
- 15.5 Both Parties shall execute, or cause to be executed, all such other documents and further acts consistent with the terms of this Agreement as the other Party may require from time to time in order to give full effect to the terms of this Agreement.
- 15.6 Any notice given under this Agreement will be in writing and in English and signed by or on behalf of the Party giving it.
- 15.7 Neither Party shall make any public statements nor announcement regarding the existence of this Agreement without the prior written consent of the other Party. The Host Association acknowledges and agrees that UEFA is the only entity entitled to make (i) the official announcement of the appointment of the Host Association at its own discretion and does not require any approval from the Host Association in this respect as well as (ii) any communication in relation to the UWCL Final and/or the Additional Events.
- 15.8 Neither Party shall, without the prior written consent of the other, 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 or as required by applicable laws. In case when disclosure is required by applicable laws, the Party which is obliged to disclose the terms of this Agreement shall inform the other Party in advance, providing detailed description of the specific Clauses of this Agreement that will need to be disclosed.
- 15.9 This Agreement will be amended only if agreed in writing and signed by each Party.
- 15.10 This Agreement is drafted in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.
- 15.11 The Appendices (and the Schedules to the Appendices) form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement, but in the event of any inconsistency then the terms set out in the body of this Agreement will prevail, then the terms of the Appendices and only finally the terms of the Schedules.

16 Governing Law, Arbitration and Disciplinary Action

- 16.1 This Agreement is subject to the laws of Switzerland without regard to the principles of conflict of law. Any dispute between the Parties under or relating to the subject matter of this



Agreement will be submitted exclusively to the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.

- 16.2 Prior to the consultation of the arbitral tribunal, either Party may seek provisional and/or protective measures in the competent courts of a jurisdiction of its choice, even in the case where the arbitral tribunal is constituted prior to the conclusion of such proceedings regarding provisional or protective measures. The other Party will not be entitled to invoke a plea of *lis pendens*.
- 16.3 The Host Association acknowledges and agrees that UEFA may apply the provisions of its disciplinary regulations due to any breach of the terms of this Agreement in addition to or separately from any other action under this Clause.

This Agreement has been signed by a duly authorised signatory:

For UEFA:

Signature

Name

Title

Date

For the Host Association:

Signature

Name

Title

Date

Appendix A: Use of the UEFA IPR

1. UEFA hereby grants to the Host Association a non-exclusive licence to use the UEFA IPR supplied to the Host Association by UEFA to the limited extent required for the purposes of organising (and promoting the fact that it is organising) the UWCL Final and the Additional Events as set forth in this Agreement provided that the Host Association complies at all times with the terms of this Appendix A and any reasonable conditions set forth by UEFA governing the use of such UEFA IPR.
2. The Host Association will be entitled to use and sub-license the use of the UEFA IPR in accordance with the following conditions:
 - a. all proposed uses of UEFA IPR that the Host Association or its (authorised) sub-licensees wishes to make must be submitted to UEFA for prior written approval;
 - b. in certain situations, UEFA may provide the Host Association with pre-approved UEFA IPR (including a library of relevant images) and guidelines on how such UEFA IPR can be used. In these circumstances, the Host Association shall not require the consent of UEFA for the use of such pre-approved UEFA IPR;
 - c. any use of the UEFA IPR shall be in accordance with the relevant guidelines and in accordance with UEFA's instructions
 - d. except as agreed between the Parties, the UEFA IPR must not appear in such a way as to suggest an association with any other entity's trade name, logo or other trade mark or their goods or services. In particular, the UEFA IPR may not be used together with the names, logos of the sponsors of the Host Association or the national football team, or of any third party in any application whatsoever;
 - e. except as explicitly set out in this Agreement, the Host Association may not authorise, or attempt to authorise, any third party to use or associate themselves with the UEFA IPR. Only Commercial Partners are permitted to use or associate themselves with the UEFA IPR as permitted under their agreements with UEFA;
 - f. the UEFA IPR may not be used for any commercial purposes whatsoever.

If at any time it appears to UEFA that the UEFA IPR are not being used by the Host Association in the manner approved by UEFA, the Host Association will be notified accordingly and must immediately stop such use.

The Host Association shall ensure that all of the obligations set out herein shall be complied with fully by the Stadium Owner, the Host City Authority, and the Airport Authorities in cases where the Host Association has granted sub-licences to use the UEFA IPR to any of these entities in accordance with paragraph 2 of this Appendix. The Stadium Owner, Host City Authority and Airport Authorities shall not be entitled to grant any further sub-licences of such rights, unless otherwise authorised to do so, in advance and in writing, by UEFA.

3. The licence (and all sub-licences) granted in accordance with this Appendix shall automatically terminate at the date of the termination or expiry of this Agreement.

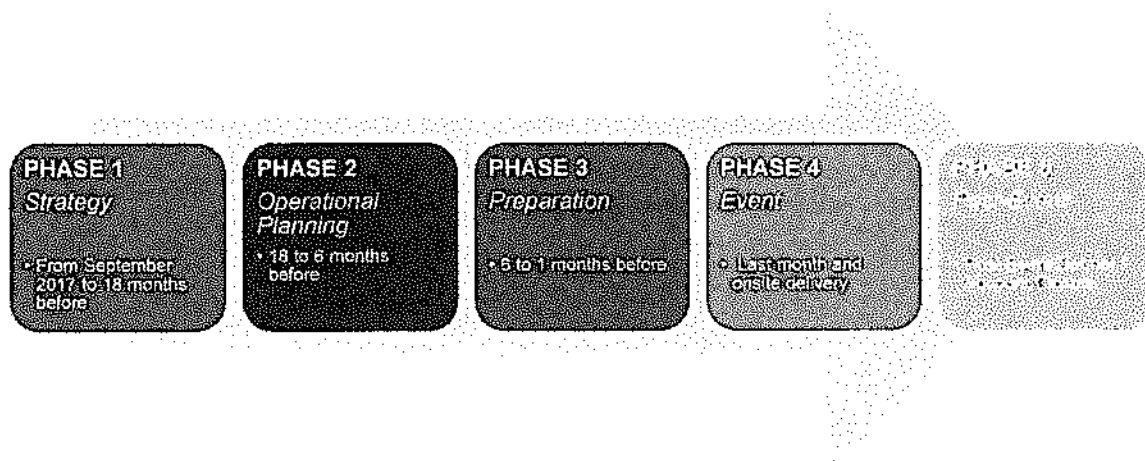


4. UEFA shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, the Host Association and its respective sub-licensees from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including legal expenses) and costs 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 Association's use of the UEFA IPR in accordance with this Agreement. In such circumstances, the Host Association 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.
5. The Host Association shall not knowingly do, cause or permit anything to be done, which may endanger the UEFA IPR or the title of UEFA thereto.
6. The Host Association shall promptly notify UEFA of any suspected infringement of any of the UEFA IPR, setting out the facts in reasonable detail, but will take no other steps or action whatsoever in relation to such suspected infringement unless instructed to do so by UEFA.
7. The Host Association shall, at UEFA's request and cost and in accordance with the relevant national laws in the Host Country, give all reasonable assistance as may be necessary to UEFA (including providing documentation and making relevant personnel available) in any action, claim or proceedings brought or threatened in respect of any of the UEFA IPR arising as a consequence of this Agreement.
8. If and to the extent that the Host Association acquires any right, title and/or interest in the UWCL Final and/or the Additional Events (including the UEFA IPR, any accrued goodwill in the UEFA IPR as well as any materials, data reports and systems developed and/or used by the Host Association in connection with the UWCL Final and the Additional Events), the Host Association 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 Association hereby irrevocably, unconditionally and free of charge assigns to UEFA all such right, title and interest by way of present and future assignment.

Appendix B: Project Plan

Below project timings charts present the key milestones and deliverables required for the Events by UEFA:

a. General Project Phases



a. Project Plan

Note: UEFA will provide to the Host Association a Project Plan detailing the key milestones and project deliverables upon the conclusion of the Bid Procedure. Such Project Plan will be added to this Appendix B and will become as such an integral part of this Agreement.

b. Other dates

All other dates relevant for the delivery of the UWCL Final and/or the Additional Events are listed in the relevant sector(s) of the Bid Requirements.



Appendix C: Project Team

Note: Following discussions during the Bid Procedure, the Parties will agree on a Project Team based on the initial proposal from the Host Association, the information collected during the previous UEFA Women's Champions League™ finals and the specificities of the UWCL Final. The outcome of such discussions will become the Appendix C before the execution by UEFA of the Agreement and the financial elements shall be reflected in the Budget as part of the Host Association Fee.

Appendix D: Stadium Requirements

For the purpose of this Agreement as well as the one of the Stadium Undertaking, the Stadium Requirements shall comprise the relevant section of the following documents, all attached respectively as Schedules 1 to 5 to this Appendix D:

Schedule 1: Sector 03 of the Bid Requirements: Social Responsibility & Sustainability

Schedule 2: Sector 04 of the Bid Requirements: Legal Matters (for the insurance part only)

Schedule 3: Sector 05 of the Bid Requirements: Safety, Security and Service

Schedule 4: Sector 06 of the Bid Requirements: Stadium

Schedule 5: Sector 10 of the Bid Requirements: Commercial



Schedule 1 to Appendix D

Sector 03 of the Bid Requirements: Social Responsibility & Sustainability

(see the following pages)

Schedule 2 to Appendix D

Sector 04 of the Bid Requirements: Legal Matters (for the insurance part only)

(see the following pages)



Schedule 3 to Appendix D

Sector 05 of the Bid Requirements: Safety Security and Service

(see the following pages)

Schedule 4 to Appendix D

Sector 06 of the Bid Requirements: Stadium

(see the following pages)



Schedule 5 to Appendix D

Sector 10 of the Bid Requirements: Commercial

(see the following pages)

Appendix E: Host City Requirements

For the purpose of this Agreement as well as the one of the Host City Undertaking, the Host City Requirements shall comprise the relevant section of the following documents, all attached respectively as Schedules 1 to 6 to this Appendix E:

Schedule 1: Sector 03 of the Bid Requirements: Social Responsibility & Sustainability

Schedule 2: Sector 04 of the Bid Requirements: Legal Matters

Schedule 3: Sector 05 of the Bid Requirements: Safety, Security and Service

Schedule 4: Sector 06 of the Bid Requirements: Stadium

Schedule 5: Sector 07 of the Bid Requirements: Mobility

Schedule 6: Sector 09 of the Bid Requirements: City Activities & Promotions

Schedule 7: Sector 10 of the Bid Requirements: Commercial



Schedule 1 to Appendix E

Sector 03 of the Bid Requirements: Social Responsibility & Sustainability

(see the following pages)

Schedule 2 to Appendix E

Sector 04 of the Bid Requirements: Legal Matters

(see the following pages)



Schedule 3 to Appendix E

Sector 05 of the Bid Requirements: Safety, Security and Service

(see the following pages)

Schedule 4 to Appendix E

Sector 06 of the Bid Requirements: Stadium

(see the following pages)



Schedule 5 to Appendix E

Sector 07 of the Bid Requirements: Mobility

(see the following pages)

Schedule 6 to Appendix E

Sector 09 of the Bid Requirements: City Activities & Promotions

(see the following pages)



Schedule 7 to Appendix E

Sector 10 of the Bid Requirements: Commercial

(see the following pages)

Appendix F: Airport Requirements

For the purpose of this Agreement as well as the one of the Airport Undertaking, the Airport Requirements shall comprise the relevant section of the following documents, all attached respectively as Schedules 1 to 3 to this Appendix F:

Schedule 1: Sector 07 of the Bid Requirements: Mobility

Schedule 2: Sector 10 of the Bid Requirements: Commercial



Schedule 1 to Appendix F

Sector 07 of the Bid Requirements: Mobility

(see the following pages)

Schedule 2 to Appendix F

Sector 10 of the Bid Requirements: Commercial

(see the following pages)

Appendix G: Budget and Financial Remuneration

Overview

1. The Financial Remuneration to be paid by UEFA to the Host Association in accordance with Clause 7.1 is comprised of three pillars:
 - a. Host Association Fee;
 - b. Stadium related costs; and the
 - c. Host Association Bonus.
2. To define the Host Association Fee and the Stadium related costs, the following process has been followed during the Bid Procedure:
 - a. the Host Association has provided an estimate of the Host Association costs and the Stadium related costs in its bid dossier; and
 - b. the Host Association and UEFA have agreed on a forecast, which became the Budget.
3. The Budget, as agreed by the Parties at the time of the execution of this Agreement, is attached as Schedule 1 to this Appendix G.

Payment schedule

4. UEFA shall pay the Financial Remuneration in accordance with the below payment schedule:
 - a. Host Association Fee
Three (3) instalments:
 - i. Twenty percent (20%) twelve (12) months prior to the UWCL Final;
 - ii. Fifty percent (50%) six (6) months prior to the UWCL Final; and
 - iii. Thirty percent (30%) no later than 30 June 2019.
 - b. Stadium Rental Fee:
Three (3) instalments:
 - i. Twenty percent (20%) twelve (12) months prior to the UWCL Final;
 - ii. Fifty percent (50%) six (6) months prior to the UWCL Final; and
 - iii. Thirty percent (30%) no later than 30 June 2019.
 - c. Stadium set up costs and stadium security costs:
Two (2) instalments:
 - i. Fifty percent (50%) three (3) months prior to the UWCL Final; and
 - ii. Fifty percent (50%) no later than 30 June 2019.

Bonus (if applicable): no later than 30 June 2019.

Host Association Fee

5. The Host Association Fee shall cover all costs of the Host Association related to staging the UWCL Final and Additional Events and in particular:
 - a. Host Association's (or the Local Organising Structure) staffing & temporary staffing costs for the UWCL Final and Additional Events;
 - b. Travel and accommodation expenses for the Host Association staff for any site visits and/or meetings as part of the preparation to the organisation, the organisation or the dismantling of the UWCL Final and Additional Events;
 - c. Insurance policy/ies required for the UWCL Final and the Additional Events as required under the UEFA's insurance guidelines;
 - d. Administrative costs and fees payable for securing any and all permits and licenses required under the applicable laws for the UWCL Final and Additional Events (i.e. mass event permit, event permits required at the Stadium and any Host City events, music licenses for Stadium and Host City events, temporary infrastructure licences and/or permits required for the UWCL Final and the Additional Events);
 - e. Any other permits or licenses required for the UWCL Final and Additional Events under the applicable laws, as identified by the Host Association. Any other general costs incurred in its role related to the UWCL Final and Additional Events;
 - f. Any other costs related to the Host Association's role as host of the UWCL Final.
6. The Host Association Fee is a fixed fee and may not be increased. UEFA will contribute to the specific Host Association costs exhaustively identified in the Budget but not to any other costs.

Stadium related costs

7. UEFA will pay to the Host Association the Stadium Rental Fee as identified in the Budget. Such part of the Financial Remuneration shall be considered as a fixed fee and is aimed at covering the Stadium rental, Stadium management and basic services as identified in the UEFA Requirements. For the avoidance of doubt, the travel and accommodation expenses for any Stadium Owner staff and in particular for any site visits and/or meetings as part of the preparation to the organisation, the organisation or the dismantling of the UWCL Final and Additional Events are included in this section of the Budget.
8. The remaining part of the Stadium related costs corresponds to the Stadium set up costs and Stadium security costs, as further detailed in the UEFA Requirements and the Schedule to this Appendix. These costs are subject to the open book policy developed in paragraph 10-12 below.
9. In accordance with the terms of Appendix D, if it appears the pitch of the Stadium needs to be returned in full or in part, UEFA shall not cover any cost in this respect in accordance with the Stadium Requirements as displayed in Appendix D.



10. The Host Association agrees to work with UEFA (and shall procure that the Stadium Owner shall work with the Host Association and UEFA) on an open book policy basis throughout the implementation of the UWCL Final at the Stadium. As a consequence of the implementation of this open book policy, if the aggregate Stadium set up costs and Stadium security costs incurred by the Host Association are lower than forecasted, then the contribution of UEFA shall be decreased accordingly.
11. The Host Association agrees to make regularly any document available to UEFA allowing UEFA to exercise its rights under this Agreement (including the right for UEFA to make copy and to conduct audit).
12. The Host Association will have to inform UEFA immediately if it has reasonable grounds to consider that it will not be able to deliver the UWCL Final (or part of it) at the level required by this Agreement with the corresponding allocation of budget. In this case, the Host Association shall provide UEFA with detailed explanation of the reasons for such position and in particular the reasons why it has not been anticipated. Then the Parties will use best endeavours to agree on an adjustment of the relevant sections of the budget or of the relevant service level. Such joint decision will be considered as an amendment to the Budget and this Agreement. In case of disagreement, UEFA's reasonable position shall prevail.

Host Association Bonus

13. A bonus may be paid by UEFA to the Host Association. Such bonus shall depend (i) on the success of the UWCL Final but is also subject (ii) to the fulfilment of all its obligations by the Host Association's, at UEFA's reasonable discretion and acting in good faith.
14. UEFA may decide to pay such amount to the Host Association in full or in part depending of the fulfilment of the above two conditions.

Schedule 1 of Appendix G

See the following pages

		Final	
UWCL Final 2019		TOTAL BUDGET	COMMENTS
		€	
	Total costs	0	
A	Host Association Fixed Fee	0	
	Setup costs for separate local entity	0	
	Staffing costs for project team	0	
	Costs related to licenses and permits	0	
	Event insurance coverage	0	
	Miscellaneous costs	0	
B	Stadia Rental Fee	0	
	Rental of stadium and its infrastructure	0	
	Stadium management and basic services	0	
C	Stadium Set-up Costs	0	
	Hiring of temporary facilities	0	
	Provision of land or facilities	0	
	Set-up of the outer security perimeter	0	
	Safety & security infrastructure (channel, container, fences, metal detectors)	0	
	Flattening and protection of surfaces	0	
	Installation of cable pathways	0	
	Dismantling of infrastructure within the Stadium	0	
	Implementation of the clean site principle	0	
	Compensation costs for third parties	0	
D	Stadium Security Costs	0	
	Stadium - Stewarding / Private Security	0	
	Guarding, TV Compound, Fleet, and other areas as requested by UEFA excluding MD-1 and MD	0	
	City / Stadium Surroundings / Public Order - Police	0	
	Medical First Aid Station	0	
	Police Escorts	0	

Appendix H: Insurance Requirements

Introduction

1. The present Insurance Requirements are based on the applicable UEFA Women's Champions League™ Regulations and the terms of the Agreement.

Obligation of the Host Association for Appropriate Insurance Cover

2. According to the applicable UEFA Women's Champions League™ Regulations, and more specifically the "Insurance" chapter, the Host Association is responsible for providing comprehensive insurance coverage for themselves and all persons involved (including their delegation) in connection with the UWCL Final at the Stadium.
3. Furthermore, the Host Association has to insure the UWCL Final itself and all risks in connection with preparing, organising, staging and dismantling the UWCL Final and the Additional Events according to the relevant articles of the above regulations and the other terms of the Agreement.

Specific Insurance Cover of the Host Association

4. The insurance policies of the Host Association should not only cover the period of the UWCL Final and the Additional Events, but also include the entire preparation period before and the dismantling period after the UWCL Final and the Additional Events. The reason for this is to cover injuries, damages or other incidents that are only discovered afterwards but which occurred during the preparation or during the dismantling period of the UWCL Final and the Additional Events. Moreover various contracts (e.g. with suppliers) will need to be concluded well in advance of the UWCL Final and thus any risks associated thereto shall be covered as from the execution of any such contract.
5. The Host Association shall ensure that any organising structure (such as the Local Organising Structure) and UEFA and all its subsidiaries involved are included in the insurance cover as co-insured parties. Furthermore, any insurance must be concluded with reputable, international insurers and shall comply with the highest international insurance standards.

General Third Party Liability Insurance

6. The Host Association shall obtain its own general third party liability insurance as the entity assuming all the obligations imposed to the event organiser by the applicable laws to protect itself against third party claims (including UEFA and the Finalists, spectators, participants etc.). Such insurance must cover any loss or damage of these third parties due to negligence, failure or omission by the Host Association, with an adequate sum insured for each claim in respect of bodily injuries and/or property damages.

In order to be considered "adequate", the policy:

- a. shall have the following minimum sum insured: € 20 Million;
- b. shall have a sum insured that provides a double limit per occurrence as an aggregate for all claims within the insurance period; and

- c. shall take into account potential unlimited liability to injured parties.

The above sums are minimum requirements only. UEFA strongly recommends that the Host Association considers higher sums insured if necessary based on the conducted comprehensive risk analysis.

7. If the Host Association wants to use any existing general third party liability insurance that it may have in place, it has to make sure that the minimum requirements contained herein, are covered for the entire preparation, the UWCL Final and the Additional Events period and dismantling period. Therefore, it might be that the sums insured and the coverage need to be increased for the above-mentioned period.
8. The risks and extensions which are to be covered in addition are:
 - a. trigger: Occurrence basis (Occurrence means that the insurer agrees to defend and indemnify the Insured against any loss which allegedly "occurred" as a result of an act or omission of the insured during the policy period. In this context, the insured has to ensure that the insurance policy period is covering any activities including preparation and dismantling.)
 - b. cover liability claims due to terrorist acts;
 - c. co-insurance of mutual claims between co-insured parties (cross liability);
 - d. damages to rented property (buildings or premises as well as the respective facilities);
 - e. liability claims under foreign law (worldwide cover);
 - f. non-cancellable policy other than due to non-payment of premium.

Other Insurances

9. In accordance with the applicable UEFA Women's Champions League™ regulations and the provisions contained in this Agreement, UEFA recommends the Host Association to take out additional insurance coverage at its own cost such as:
 - a. Legal Protection Insurance;
 - b. Property and Transport Insurance;
 - c. Car Fleet Insurance;
 - d. Venue (third party liability and property), see the below paragraph 3.3

These insurances should correspond to the Host Association's own comprehensive risk assessment.

Insurance of Stadium Owners and Official Site Owner(s) and/or Operator(s)

10. The Host Association must ensure that all relevant Stadium Owners and Official Site owners and/or operators have their own adequate insurance cover in place and have signed the

necessary release of liability documents. All such venue owners/operators must secure adequate general third party liability insurance, in particular to cover their status as owners/operators of property (landlord's liability), ground, infrastructure and installations.

In addition, adequate property insurance cover must be provided (to include as a minimum fire, explosion, theft, water and vandalism). UEFA anticipates that such venue owners/operators have existing third party general liability and property insurance cover in place with respect to their venues, and therefore the level and extent of any existing policy/ies) should be increased to fulfil required UEFA and international levels.

Any and all third party liability and property insurance must cover terrorism risks.

If a venue owner/operator does not have or does not conclude appropriate third party liability and property insurance, the Host Association will be responsible for providing such (additional) cover.

Set up of the Insurance Cover

11. The risk assessment and placement of insurance cover must be undertaken well in advance of the UWCL Final and the Additional Events, but at the latest with the start of the preparation activities. The sooner this is done, the better the situation is for the Host Association, as it helps the Host Association to secure favourable insurance premiums.
12. The Host Association must provide UEFA with a copy of the draft insurance policies including the general and special conditions it refers to in English or English certified translation as soon as possible, at the latest six (6) months, but ideally nine (9) months, before the start of the UWCL Final and the Additional Events.
13. The Host Association must provide UEFA with a copy of the concluded insurance policies which relate to the UWCL Final and which have been produced in accordance with the requirements contained herein. The documents must be provided to UEFA in English language or a certified translation at the latest three (3) months, but ideally six (6) months, before the start of the UWCL Final and the Additional Events.
14. The Host Association must also ensure that the adequate insurance cover has been implemented by all such venue owners and operators, and must obtain and transfer to UEFA copies of all relevant insurance policies and required release of liability documents from all venue owners and operators.

Support through UEFA

15. Past experiences with insurance matters for UEFA Women's Champions League™ has demonstrated to UEFA that it may be difficult and expensive for some host associations to obtain a suitable third party liability cover limited to one specific event that satisfies the standard outlined in the applicable UEFA Women's Champions League™ regulations and the Agreement.
16. In order to simplify and speed up the process for the Host Association, UEFA has negotiated on a global basis, an open insurance cover ("Open Cover") that can be customised for the UWCL Final to fit the Host Association's needs and the required limits.

17. The Host Association may join the Open Cover for the UWCL Final provided there are no legal reservations in the Host Country. The Host Association may contract the Open Cover through their own insurance broker or UEFA is able to recommend an insurance broker in the Host Country offering third party liability insurance based on the Open Cover negotiated by UEFA.
18. As a matter of comparison, UEFA suggests that the Host Association requests a quote from an insurer of its choice in the Host Country based on the Insurance Requirements contained herein.
19. In case the Host Association considers it appropriate to join the Open Cover, based on the Host Association's own risk assessment, the Host Association should revert back to UEFA for further information.



Appendix I: Undertakings, Engagement Letters, Guarantees, Confirmation Letters

Note: All the above documents as provided by the Host Association at the time of the submission of its bid dossier shall be added as schedule(s) to this Appendix I. Should the documents signed by the Authorities have been issued in the national language of the Host Country, the Host Association shall also provide UEFA with a certified translation. For the avoidance of doubt, the certified English translation shall in any event prevail.

A table will be inserted with all the documents, the submission of which is compulsory (the same as the one appearing on the portal, but would need to be completed by a table listing the documents actually submitted by the Host Association, which may be longer).



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Sector 03 — Social Responsibility and Sustainability



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1 — Overview

Background

The term 'social responsibility and sustainability' encompasses the environmental, social and economic dimensions of the UEFA Women's Champions League Final. The pro-active involvement of all stakeholders (including workforce, volunteers, spectators, Commercial Partners, governments, non-governmental organisations, media and special interest groups) is the most crucial component.

In the following sections we refer to specific sustainability indicators inspired by the Event Organizers Sector Supplement (EOSS) reporting methodology developed by the Global Reporting Initiative, which we ask the Bidders to also refer to. UEFA EURO 2016 received ISO 20121 certification (Event sustainability management systems). UEFA aim was to render its operations effective and efficient, socially responsible and sustainable.

Benefits and challenges

The UEFA Women's Champions League Final concept incorporates social responsibility and sustainability expertise from previous UEFA events. The challenge is to organise the Final in a socially responsible and sustainable way, leaving a lasting legacy and, minimising the environmental footprint. In order to achieve this, special attention has to be paid to aspects such as waste management/the circular economy, reuse and recycling of materials and energy, water and electricity optimisation, responsible sourcing and smart mobility.

Accessibility for disabled supporters in the spirit of 'Total Football, Total Access' and the creation of tobacco-free matchday environments should also be part of the legacy.

Setting these new standards through a single match will be a challenge, but it is hoped that they will result in a positive legacy and will foster innovation, change and best practices beyond the Final.

Strategy

The UEFA Women's Champions League Final should integrate social responsibility according to the latest international standards by including sustainable considerations at all stages, from planning to implementation and the post-event legacy. UEFA strives to host its finals in the most socially responsible and sustainable way possible. Clear key objectives and measures should be specified in the strategy prepared for the Final. The budget should include specific social responsibility and sustainability measures, as well as social responsibility and sustainability reporting.

UEFA would welcome Bidders who, within their strategy for the Final have included or would consider adopting industry certifications such as ISO 20121 (Event sustainability management system), (Leadership in Energy and Environmental Design LEED), or BREEAM (Building Research Establishment Environmental Assessment Method), or other ISO certifications such as ISO 50001 (Energy management systems – Requirements with guidance for use), or ISO 14000 (Environmental management).

For initiatives related to the Stadium accessibility, see the *Access for all V.01, UEFA and CAFE Good Practice Guide to Creating an Accessible Stadium and Matchday Experience*.

2 — Key considerations

The following sections indicate key considerations that must be taken into account when integrating social responsibility and sustainability into the Final strategy proposed by each Bidder:

Sustainability performance

- Appoint sustainability manager who will be responsible for smart mobility, circular economy/waste management, energy transition and water optimisation, responsible sourcing, disabled access services and tobacco free as well as reporting

Requirements

- Ensuring that a key contact person is responsible for the project implementation.
- Ensuring that sustainability is spread within all functional areas related to the organisation of the event.
- Reporting transparently on sustainability performance according to international guidelines and take measures in order to minimise impact (e.g. energy, water, waste).
- Maximising positive post-event legacy and share good practice and lessons learned.

Accessibility

- Provide an accessible environment for disabled people, ensuring the full matchday experience is open to all.
- Meet good practice criteria in terms of the quantity and quality of accessible seats on Matchday and the post-event use of infrastructure (hard legacies).

Requirements

- Provide a minimum number of wheelchair-user, easy-access and amenity seats with clear sightlines.
- Provide a minimum number of toilets and sanitary facilities for disabled people.
- Create an accessible environment for disabled fans in the Host City and transport to and from the Stadium.
- Provide an audio-description commentary service in the local language for partially sighted and blind people.
- Provide a signal to capture live radio commentary via smart phone in the languages of the finalist teams.
- Conduct an access audit of the Stadium infrastructure and facilities six months ahead of the Final.
- Provide accessible way-finding and signage.

Indicators

- Number of wheelchair-user, easy-access and amenity seats.
- Number of sanitary stations available for disabled people.
- Audio-description commentary position and system for partially sighted and blind people.
- CAFE report on access audit of Stadium infrastructure and facilities (six months ahead of the Final).
- Stadium map of accessible way-finding and signage.

Healthy lifestyle

- Create a tobacco-free environment on Matchday.
- Provide spectators with healthy food and beverage options.
- Promote healthy and active lifestyles.

Requirements

- Tobacco-free policy in the Stadium perimeter (past the turnstiles).
- Healthy and balanced food and beverages options at the Stadium.
- Promote a healthy, active lifestyle choices (e.g. cycling or walking to/ from the Stadium).

Indicators

- Number of no-smoking announcements made.
- Stadium map of no-smoking signs.
- Number of staff trained (stewards and volunteers).
- Healthy Stadium assessment provided six months ahead of the Final.

Smart mobility

- Promoting sustainable means of transportation within the Host City for fans attending the Final.
- Accessible transport.

Requirements

- Cooperate with the Host City Authority to propose a free public transportation concept for ticket holders on Matchday.
- Propose other means of transportation e.g. walk and bike to the stadium.
- Minimum requirements for disabled persons:

- accessible transport links;
- accessible drop-off and pick-up points and disabled-friendly parking;
- accessible signage and way-finding.

Indicators

- Benchmark: the objective should be that 75% of general public attending the Final use public transport, shared means of transportation, walk to the Stadium or use a bicycle.
- Modes of transportation taken by target groups as a percentage of total transportation and initiatives to encourage the use of sustainable transport options.
- Percentage of disabled-friendly public transport means and stations.

Energy transition and water optimisation

Optimise use of resources (efficiency).

- Energy transition.

Requirements

- Propose an energy transition concept that maximises the use of renewable resources and quantifies the percentage of energy coming from such resources.
- Optimise the use of water and generators by switching to the grid where possible and using eco-friendly fuels.

Indicators

- Amount of energy and water consumed in the preparation phase and during UEFA Women's Champions League Final by source.
- Amount of energy saved through conservation and efficiency improvements.
- Percentage of rainwater used.
- Percentage of energy produced and purchased from renewable sources.

Circular economy and waste Management

- Circular economy model.
- Waste minimization: "Reduce → Reuse → Recycle".

Requirements

- Waste collection areas in all key locations should take into account the waste minimization and sorting objectives:
 - sorting should be carried out in the country in which the Final takes place;
 - dual bin system for recycled and generic waste.
- Major suppliers on-site working for the Final to remove and recycle their waste.

Indicators

- Benchmarks: No untreated waste to landfill and 50% of waste reused or recycled.
- Total weight of waste by type and disposal method.

Responsible sourcing

- Establish sustainability criteria for suppliers, licensees and contractors (products and services) appointed for the Final.

- Screen suppliers, licensees and contractors appointed for the Final according to responsible sourcing standards.

Requirements

- Source products and services for the Final according to sustainability criteria.
- Maximise the application of the local economy principles .

Indicators

- Percentage of products and services sourced according to sustainability criteria.
- Type and results of responsible sourcing initiatives.
- Type, amount and impact of contributions (financial and in-kind) from suppliers.
- Percentage of local products and services purchased.

Sector 04 — Legal Matters



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1 — Intellectual property

UEFA will develop intellectual property in connection with the UEFA Women's Champions League Final including, the official logo of the UEFA Women's Champions League Final and the official poster for the UEFA Women's Champions League Final in addition to the intellectual property rights already protecting the UEFA Women's Champions League. This intellectual property, together with existing UEFA intellectual property, will be used by UEFA to organise, promote and advertise the UEFA Women's Champions League Final. Such intellectual property will be owned at all times by UEFA. However, UEFA may grant licences to use such intellectual property to its Commercial Partners and certain other licensees in order to permit them to associate their goods and/or services with the UEFA Women's Champions League Final.

In order to ensure that UEFA can control the look, feel and public perception of the UEFA Women's Champions League Final and to preserve the commercial value of rights of association with the UEFA Women's Champions League Final which are granted to Commercial Partners, UEFA must be sure that it

will be able to assert its ownership of its intellectual property and to prohibit unauthorised people from using it in all relevant markets including, most importantly, in the Host City and in the Host Country.

UEFA will apply for registrations in the Host Country under its intellectual property registration programme. As a result, it must be possible to register in due time such intellectual property in the Host Country.

UEFA may consider inserting into the marks of the UEFA Women's Champions League Final figurative elements relating to the Host City or Host Country, such as architectural elements, public monuments, well-known buildings. In such case, the relevant Authorities would be required to provide specific authorisations to allow the unrestricted right for UEFA and its Commercial Partners to use and register such elements and to provide a written guarantee with respect to these measures.

2 — Customs

UEFA, any of its non-Host Country resident subsidiaries and the Host Association, in connection with the organisation and staging of the UEFA Women's Champions League Final, as well as the non-Host Country resident clubs participating to the UEFA Women's Champions League Final, must be able to import into the Host Country all goods, which they consider necessary or desirable in order to fulfil their function in relation to the UEFA Women's Champions League Final without any restriction and without any customs duties or other taxes or liabilities being imposed thereon. None of these goods will be offered for sale in the Host Country.

3 — Ticketing and accreditations

As a standard policy for all UEFA club competition final matches and to protect the value of the rights which are granted to its commercial and public partners, UEFA must be confident that it will be able to restrict the unauthorised transfer of tickets and to enforce the terms and conditions applicable thereto.

4 — Prevention of Ambush marketing and right protection committee

Ambush Marketing

It is likely that companies or individuals may attempt to undertake Ambush Marketing in relation to, or at, the UEFA Women's Champions League Final 2019.

Ambush Marketing activities undermine the value of the sponsorship and other official rights of association granted by UEFA in respect of UEFA's competitions to the detriment of UEFA and the Commercial Partners. The effectiveness of efforts to tackle these Ambush Marketing activities shall, to a large extent, be dependent on the strength of the laws in the Host Country and the co-operation of the relevant Authorities mainly in the Host City with UEFA's rights protection programme.

The relevant Authorities in the Host City must be enabled and empowered to protect UEFA's intellectual property rights, UEFA and the Commercial Partners against Ambush Marketing.

5 — Anti-doping laws

In order to conduct its anti-doping programme, UEFA must be able to apply the *UEFA Anti-Doping Regulations* (as amended, supplemented or replaced from time to time) in the Host Country, while any anti-doping laws in the Host Country must be consistent with such application.

It is the responsibility of the Host Association to ensure:

- a) that UEFA is provided with the facilities and infrastructure necessary to implement its anti-doping programme (and apply its anti-doping regulations); and
- b) that urine and blood doping control samples can be transported safely and securely within its territory and across the borders thereof and without delay according to the *UEFA Anti-Doping Regulations*.

Furthermore, the Host Association shall ensure that no other anti-doping Authority than UEFA:

- a) will be responsible for anti-doping operations during the in-competition period, as defined in the *UEFA Anti-Doping Regulations*, and
- b) shall have jurisdiction to test competing players during the in-competition period.

Finally, it is the responsibility of the Host Association to comply with UEFA's requirements for medical provision at matches, as defined in the *UEFA Medical Regulations* and any instructions made under them.

All relevant Authorities will be requested to provide a Guarantee confirming that they agree to comply with the above anti-doping and medical obligations.

6 — Taxation

Tax system

UEFA must have an understanding of the tax system in the Host Country (direct and indirect taxes and other duties and levies) and of how that system and the various taxes levied in the Host Country at national and local levels will affect the organisation and staging of the UEFA Women's Champions League Final and the related revenues.

7 — Insurance

Based on their risk assessment (including the assessment of specific risks in the Host Country), all participants in the UEFA Women's Champions League Final shall insure their own risks and liability in this respect.

Obligation of the Host Association for appropriate insurance cover

Furthermore, the Host Association has to insure itself and all risks in connection with preparing, organising, staging and dismantling of the UEFA Women's Champions League Final according to the relevant articles of the Staging Agreement.

Consequently, it is the responsibility of the Host Association:

- to conduct an initial and comprehensive risk analysis of the match;
- to assess any specific risks of staging events in the Host Country;
- to assess its obligations and liabilities with respect to national and local legislation;
- to evaluate insurance cover to make sure it is in line with the risk analysis; and

- to take out all appropriate insurances from reputable insurers, complying with the highest international insurance standards.

In addition, the Host Association is responsible for obtaining comprehensive insurance cover for all Official Sites (Stadiums, training facilities, etc.) for which the Host Association is responsible according to the Staging Agreement. It is also responsible for obtaining appropriate insurance cover confirmations from third parties involved in the organisation and staging of the UEFA Women's Champions League Final, such as Stadium owners, tenants, operators (management), service and security providers.

The Host Association has to assess the costs for comprehensive insurance cover of the risks of hosting the UEFA Women's Champions League Final and those of their contractual partners (e.g. Stadium, security and services) and include it into the budget.

Specific insurance cover of the Host Association

The insurance policies of the Host Association should not only cover the period of the UEFA Women's Champions League Final, but also include the entire preparation period before and the dismantling period after the match. The reason for this is to cover injuries, damages or other incidents that are only discovered afterwards but which occurred in the preparation, during the event or in the dismantling period of the match. Moreover, various contracts (e.g. with suppliers) will need to be concluded well in advance of the match and thus any risks associated thereto shall be covered as from the execution of any such contract.

The Host Association shall ensure that any organising entity (such as the "Local Organising Structure") and UEFA and all its subsidiaries involved are included in the insurance cover as co-insured parties.

General third party liability insurance

The Host Association shall obtain its own general third party liability insurance as the party assuming all the obligations imposed to the event organiser by the applicable laws to protect itself against third party claims (including claims from UEFA, UEFA subsidiaries and the participating teams, spectators, participants etc.). Such insurance must cover any loss or damage of these third parties due to negligence, failure or omissions by the Host Association, with an adequate sum insured for each claim in respect of bodily injuries and property damages.

In order to be considered "adequate", the policy:

- shall have the minimum sum insured for any one occurrence of EUR 20 million for the UEFA Women's Champions League Final;
- shall have a sum insured that provides a double limit per occurrence as an aggregate for all claims within the insurance period; and
- shall take into account potential unlimited liability to injured parties.

The risks and extensions which are to be covered in addition are:

- trigger: occurrence basis (occurrence means that the insurer agrees to defend and indemnify the insured against any loss which allegedly "occurred" as a result of an act or omission of the insured during the policy period. In this context the insured has to ensure that the insurance policy period is covering any activities including preparation and dismantling)
- cover liability claims due to terrorist acts;
- co-insurance of mutual claims between co-insured parties (cross liability);
- damages to rented property (buildings or premises as well as the respective facilities);
- liability claims under foreign law (worldwide cover); and

- non-cancellable policy other than due to non-payment of premium.

Other insurances

In accordance with the competition regulations and the provisions contained in the Staging Agreement, UEFA recommends the Host Association to take out additional insurance coverage at its own cost such as:

- legal protection insurance;
- property and transport insurance;
- car fleet insurance;
- venue (third party liability and property).

These insurances should correspond to the Host Association's own comprehensive risk assessment.

Insurance of Official Site owners/operators (management)

The Host Association must ensure that all relevant Official Site owners/operators (management) have their own adequate insurance cover in place and have signed release of liability documents. All Official Site owners/operators (management) must secure adequate general third party liability insurance, in particular to cover their status as owners/operators (management) of property (landlord's liability), ground, infrastructure and installations.

In addition, adequate property insurance cover must be provided (to include as a minimum fire, explosion, theft, water and vandalism). UEFA anticipates that Official Site owners/operators (management) will have existing third party general liability and property insurance cover in place with respect to their installation, and therefore the level and extent of any existing policies should be increased to fulfil required UEFA and international levels.

Any and all third party liability and property insurance must cover terrorism risks.

If an Official Site owner/operator (management) does not have or does not conclude appropriate third party liability and property insurance, the Host Association will be responsible for providing such (additional) cover at its own cost.

Set-up of the insurance cover

The risk assessment and placement of insurance cover must be undertaken well in advance of the UEFA Women's Champions League Final, but at the latest with the start of the preparation activities. The sooner this is done, the better the situation is for the Host Association, as it helps to secure favourable insurance premiums.

The Host Association must provide UEFA with a copy of the draft insurance policies as soon as possible, but at the latest six (6) months, but ideally nine (9) months, before the UEFA Women's Champions League Final.

The Host Association must provide UEFA with a copy of the concluded insurance policies which relate to the UEFA Women's Champions League Final and which have been produced in accordance with the requirements contained in the insurance appendix attached to the Staging Agreement. The documents must be provided to UEFA at the latest three (3) months, but ideally six (6) months before the UEFA Women's Champions League Final.

The Host Association must also ensure that the adequate insurance cover has been implemented by all Official Site owners/operators (management), and must obtain and transfer to UEFA copies of all relevant

insurance policies and required release of liability documents from all Official Site owners/operators (management).

Support through UEFA

Past experience with insurance matters for its competitions has demonstrated to UEFA that it may be difficult and expensive for some host associations to obtain a suitable third party liability cover limited to one specific event that satisfies the standard outlined in the Bid Requirements, the competition regulations and the Staging Agreement.

In order to simplify and speed up the process for the Host Association, UEFA has negotiated on a global basis, an open insurance cover ("Open Cover") that can be customised per competition or match to fit the Host Associations' needs and the required limits.

The Host Association may join the "Open Cover" for the UEFA Women's Champions League Final provided there are no legal reservations in the Host Country. The Host Association may contract the "Open Cover" through their own insurance broker or UEFA is able to recommend an insurance broker in the Host Country.

As a matter of comparison, UEFA suggests that the Host Association requests a quote from an insurer of its choice in the Host Country based on the insurance requirements contained in the insurance appendix attached to the Staging Agreement.

In case the Host Association considers it appropriate to join the "Open Cover", based on the Host Association's own risk assessment, the Host Association should revert back to UEFA for further information.

Obligation of UEFA

As it deems appropriate, UEFA will cover its own risks within the limits of the duties, responsibilities and objectives of UEFA in connection with the UEFA Women's Champions League Final (umbrella insurance) as follows:

- third party liability claims against UEFA;
- pecuniary loss claims against UEFA;
- accidents involving UEFA staff, delegates and secondees;
- spectator claims against UEFA;
- loss or damage of UEFA objects;
- consequential damages claims against UEFA.

Sector 05 — Safety, Security and Service



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1 — Introduction

The importance of safety and security must not be underestimated by the Bidders. Safety and security should therefore be an integral part of the overall organisation from the very start of the planning process.

UEFA expects the Host Association to guarantee high standards on safety and security measures and services.

2 — Roles and responsibilities

UEFA

UEFA as the event owner is responsible for providing information gathered during the previous UEFA Women's Champions League Final on the Final operations in general and event specific safety and security requirements, data and guidelines necessary to develop jointly an 'Integrated Safety and Security Concept' for the UEFA Women's Champions League Final.

UEFA will support the Host Association in the process of developing and implementing mutually agreed tasks and missions. During Matchday operations UEFA's safety and security officers and experts will

support the project management and the event-related private and public safety and security entities in the delivery of the Final.

Host Association

The Host Association, as the party assuming all the obligations imposed to the event organiser by the applicable laws will have full and exclusive responsibility for all aspects of safety and security (including licences and permits) related to the UEFA Women's Champions League Final, as defined in the Staging Agreement.

The Host Association, together with the Authorities and the support of UEFA, will have to develop and ensure the implementation of the Integrated Safety and Security Concept for the UEFA Women's Champions League Final that addresses the situation across all event operations and at each Official Site.

Although the Host Association has full responsibility for safety and security, it is acknowledged that it will not be able to fulfil such responsibilities without the close cooperation and proactive involvement of the relevant Authorities in the Host Country and Host City.

Therefore the Host Association needs to get the relevant guarantees from the national and local Authorities and submit them as an integral part of the Bid Dossier (see the *Sector 05 – Safety, Security and Service of the UEFA Women's Champions League Final 2019 Bid Dossier Template*).

Government and Authorities

Any relevant public Authorities and related agencies must take all necessary measures to guarantee the safety of all people attending Final-related events in the Host City and Host Country throughout the period of the Final. These measures must comply with local laws and regulations and with the recommendations laid out in the *Council of Europe Treaty Series No. 218 – Council of Europe Convention on an Integrated Safety, Security and Service Approach at Football matches and Other Sports Events* and other locally identified good practices.

Each of such Authorities have to guarantee to the Host Association that they will bear all costs associated to their measures taken in favour of a safe and secure Final, in particular all measures on the public domain.

3 — Integrated safety and security concept

The 'Integrated Safety and Security Concept' must detail the various roles and responsibilities of all the parties involved, such as national and local Authorities, police and other law enforcement and emergency services, Stadium management, private security personnel, stewards and volunteers. Evidence of a coordinated and integrated approach to safety, security and service is of paramount importance.

The integrated concept should take into account the relevant Host City's security-related experience from previous major events (whether sports-related or not) held in the Host City or region. Furthermore traditions and proven practices of previous finals, identified good professional practices as well as the security laws, regulations and guidelines applicable locally and nationally have to be considered. Finally, UEFA strongly recommends that the recommendations laid out in the *Council of Europe Treaty Series No. 218 – Council of Europe Convention on an Integrated Safety, Security and Service Approach at Football matches and Other Sports Events* apply.

The 'Integrated Safety and Security Concept' must address the following areas:

1. risk analysis;
2. capabilities to host a UEFA Women's Champions League Final and related events;

3. organisational structure;
4. command and control and lines of communications;
5. crisis management;
6. action plan; and
7. budget

The concept must cover all event-related areas in and outside the Host City such as, airports, railway stations and other major transport hubs, access routes, the Stadium and adjacent event infrastructures, the team hotels, the UEFA headquarters and staff hotels, as well as the other Official Sites including the Fan Meeting Points.

Furthermore, the Integrated Safety and Security Concept must address the topics listed below:

- a) Legislation (restraints/constraints)
- b) International cooperation
- c) Judicial system
- d) Counterterrorism and protective security
- e) Policing and law enforcement
- f) Public health and safety
- g) Stadium safety management
- h) Competence and preparedness
- i) Supporter empowerment
- j) Safety management of public viewing areas
- k) Impact of the mobility concept on safety and security

After the appointment of the Host Association for the UEFA Women's Champions League Final, UEFA's project management team will support the Host Association in defining the steps on how to develop and implement the 'Integrated Safety and Security Concept' in close cooperation with the relevant public Authorities and the private safety and security partners.

4 — Medical requirements

Introduction

For the UEFA Women's Champions League Final to be a safe and successful event, effective and comprehensive medical care for everyone involved in the event is essential. It is the responsibility of the Host Association to ensure that the medical services meet the expectations of the wide range of target groups, including elite sports professionals, staff and VIPs, and those visiting the Host Country as spectators.

Objectives

The objectives for the provision of medical care and services for the UEFA Women's Champions League Final are:

- Comprehensive, expedient and simple access to high quality medical care and services for all UEFA target groups from arrival until departure day;
- Simple but comprehensive organisational structure for medical services accessible 24/7 in case of emergency;
- State of the art medical infrastructure and equipment including;

- One reference emergency hospital for the two teams (minimum requirement);
- One identified local imaging facility (MRI, X-ray, ultrasound) for the two teams;
- Available general practitioner, dental and emergency services for all visitors;
- Appropriate Stadium medical services for the two teams, VIPs, staff and the general public.

Roles and responsibilities

Host Association

In cooperation with the government, ministry of health and local health Authorities, the Host Association has the responsibility for ensuring that a medical care concept fulfilling all requirements set by UEFA in accordance with the Staging Agreement, is provided for all identified UEFA target groups. Based on their national laws and the recommendations described in FIFA's *Football Emergency Medicine Manual 2nd Edition*, the Host Association will provide a concept to UEFA detailing all medical services within due time after the appointment of the Host Association.

Government and local Authorities

The government is responsible for ensuring the safety of the event for all attending persons, including players, officials, staff, VIPs or members of the public. Suitable emergency medical services must be available such that the public health system can cope with the mass gathering during the Final.

The local Authorities are responsible for the coordination with the national health agency in the preparation and development of plans for emergency and non-emergency medical services in the Host City.

Stadium medical operator

The stadium medical operator is responsible for the overall medical services at the Stadium, including provision of services for the two teams and referees, VIPs, UEFA family and spectators. This operator may be the existing medical services provider at the Stadium or a private company contracted by the Host Association to provide medical services specifically for the Final, including set-up and dismantling operations. The Stadium Operator must plan in coordination with the relevant local Authorities, so as to ensure a joined approach to emergency services, particularly with regards to mass casualty situations.

UEFA target groups

The medical services for the UEFA Women's Champions League Final must be designed to accommodate the medical needs of the following UEFA target groups:

- teams (players and participating club staff);
- referees;
- match officials;
- guests and VIPs;
- staff and UEFA family;
- service providers at the Stadium;
- media at the Stadium; and
- general public at the Stadium.

5 — Conclusions

Bidders are expected to demonstrate their understanding and their agreement with the scope and challenges of the UEFA Women's Champions League Final safety, security and service operations by signing the Guarantees provided in *Sector 05 – Safety, Security and Service* of the *UEFA Women's Champions League Final 2019 Bid Dossier Template*. Bidders should be realistic about potential areas of weakness and be aware of their need for continuous improvement of their capabilities on their roadmap to a safe and secure UEFA Women's Champions League Final.

In addition, the competent Authorities in the Host Country must confirm in writing that all necessary steps to inform the relevant persons within the competent Authorities have been implemented.

Sector 07 — Mobility



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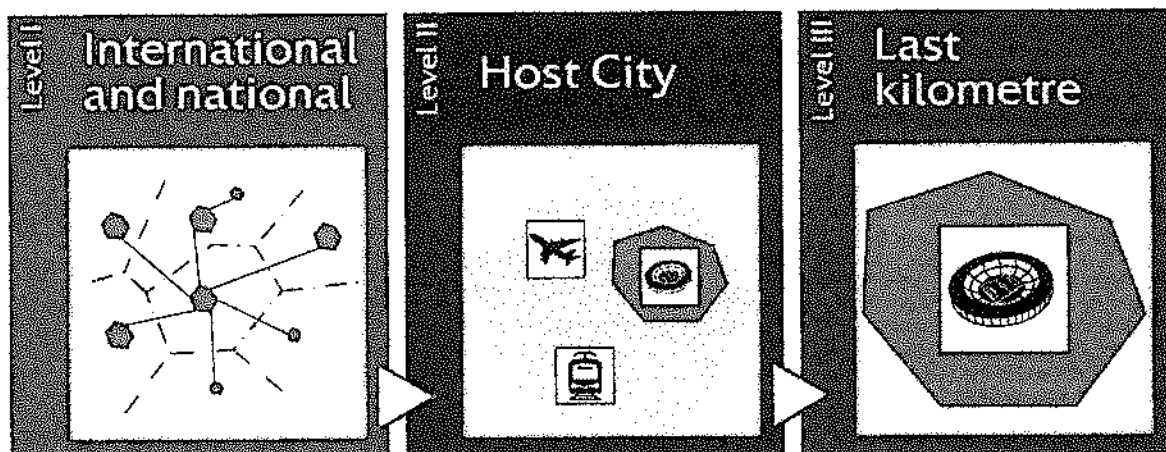
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1 — General considerations

Consideration should be given to offer the various parties involved a platform and service which allows them to move efficiently and comfortably between the key locations of the UEFA Women's Champions League Final events. A specific transport concept must be established to enable teams, officials, guests, media representatives, sponsors, suppliers and spectators to enjoy a maximum degree of mobility within the Host City with efficient access to the Official Sites of the Final.

The transport concept requires a three-level approach to planning and operating a seamless transport system:

- International and national transport to and from the Host City (level I);
- Host City transport (level II); and
- Stadium accessibility and parking (level III).



2 — Transport to and from the Host City (level I)

The provision of at least one main international airport, easily accessible from all major European airports, is essential to service the participating clubs as well as other parties (media, guests, etc.) involved with the Final. As a principle, airport(s) should be within 90 minutes driving time to all Final hotels.

Irrespective of the means of transport (air, road or rail) chosen by supporters and visitors, it is essential that the Host Country ensures smooth entry and exit procedures.

Airport service

Preferential and free of charge treatment should be arranged at the airport for the team delegations, UEFA officials, UEFA guests and staff involved in the organisation of the UEFA Women's Champions League Final in order to enable them to arrive and depart in an expeditious manner. This includes:

- dedicated fast track or apron pick-up for the national team delegations;
- VIP pick-up and departure operations;
- UEFA Officials receiving a fast track service with assistance in the cases of transporting specific goods (doping control); and
- adequate parking with drop-off and pick-up zones for UEFA football family and guests.

The airports need also to provide, free of charge, the following facilities and space for:

- UEFA VIP welcome desks within the airport: 1 per terminal, 2m², strategically located at the arrivals hall;
- guest vehicle pick-up and drop-off points: 5 car spaces, located close to arrivals and departures halls;
- staging parking area: 15 spaces, remote parking area easily connected to pick-up and drop-off points; and
- closed office space: 25m² for volunteers and staff of UEFA and the Host Association who have an operational role at the airport for the Final.

3 — Host City transport (level II)

General and public transport

To offer the general spectators (mainly locals) a smooth and convenient way to reach the Stadium, the Host City should have a well-developed public transport system linking the Stadium to the Host City centre, railway stations and other important transport hubs.

Depending on the availability and frequency of such public transport, the Host Association together with the Host City Authorities should also consider offering a special shuttle service between the city centre and the Stadium.

Special support for teams and match officials

Traffic management solutions to protect UEFA operations must be proposed for Matchday and this concerns mainly the participating teams and match officials. Depending on the traffic situation and transport pressure, support such as police escorts should be considered to help these parties to reach the Stadium comfortably and on time.

4 — Last kilometre (level III)

The Stadium must have transport and supply service infrastructures capable of handling the spectator arrival and flow on Matchday, as well as goods and logistical services during the event.

Stadium facilities such as spectator entrances, parking areas for supporter coaches, VIP and disabled person's cars, VIP areas, logistical service areas and security concepts, all means of public transport such as metropolitan, suburban and underground trains, trams and buses and regional transport links must interact in a seamless manner in order to ensure that the Matchday event can proceed smoothly and safely from an organisational perspective. This is to be coordinated between the transport managers, traffic police, the security agency in charge and Stadium traffic supervisors.

Sector 09 - City Activities and Event Promotion



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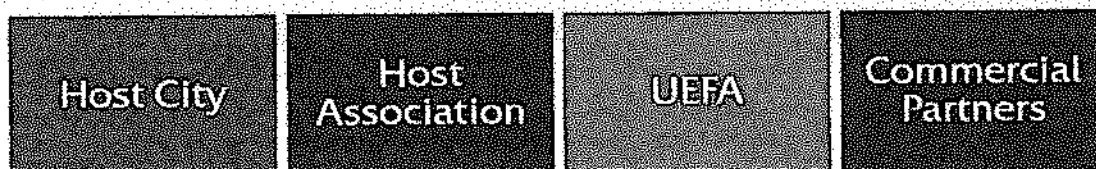
1 — Importance of event promotion

The UEFA Women's Champions League Final is a unique opportunity for the Host Association to promote women's football in the country.

For UEFA Women's Champions League Final, the following stakeholders are responsible to promote the event:

- the Host City and its related bodies;
- the Host Association;
- UEFA; and
- the Commercial Partners (broadcast partners and sponsors).

UEFA Women's Champions League Final promotion



The Host City and its related bodies and the Host Association must fully support the event so that it receives the targeted exposure, that it is accepted and welcome by the citizens and that the commercial programme of UEFA and its Commercial Partners can be rolled out in the Host City.

In the pre-event period, there is an opportunity for the Host City and its related bodies to develop specific UEFA Women's Champions League Final related activities targeted at both its own population and visitors. In particular these activities can add a sense of involvement, a local touch and colour to the event and indeed promote the city's status as host of the UEFA Women's Champions League Final.

2 — The role of the Host Association in the event promotion

The Host Association must put together a promotional plan in connection with the UEFA Women's Champions League Final with the aim to generate interest in the event, as well as in women's football in general, and transmit its core values. Such promotional plan should also include football, festivals and activities for girls with the aim to increase participation and raise the popularity of women's football.

The Host Association must to this effect receive the support of its key stakeholders such as regional associations and clubs, in order to ensure a maximised spread of the UEFA Women's Champions League Final promotional campaign. There can however, be no third party brand association with the UEFA Women's Champions League Final, other than the mark of the Host Association.

The Host Association must allocate a separate budget to run an adequate promotional plan in relation to the event. Examples of promotional opportunities offered to the Host Association include the following:

- UEFA Women's Champions League Final trophy display (subject to UEFA decision)
- Promotion on the Host Association website
- Promotion during tournaments and matches organised by the Host Association
- Opportunities to promote the Final and trophy at key stakeholder events

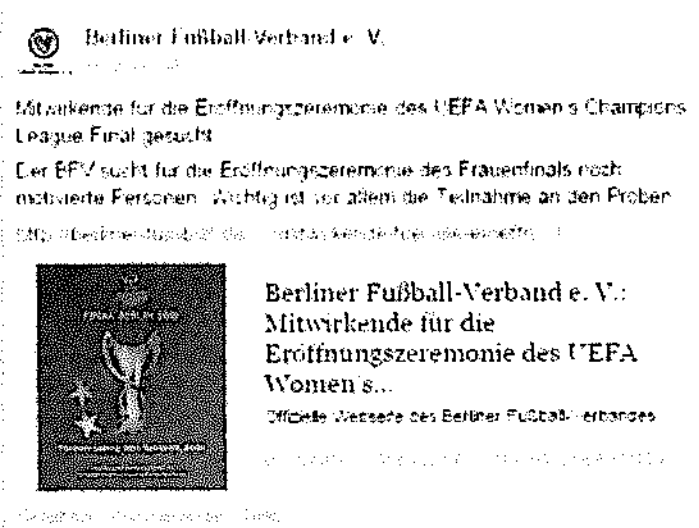
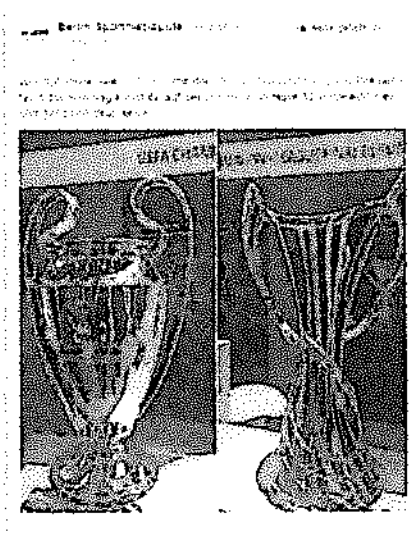
3 — The role of the Host City and related bodies in the event promotion

Promotional programme

In the pre-event period, the Host City and its related bodies have the possibility and the obligation to develop specific activities related to the UEFA Women's Champions League Final and targeted at its own population and visitors. In particular these activities can indeed promote the city's and country's status as host of the UEFA Women's Champions League Final.

Here are some examples from previous promotional activities on social media:

Social media

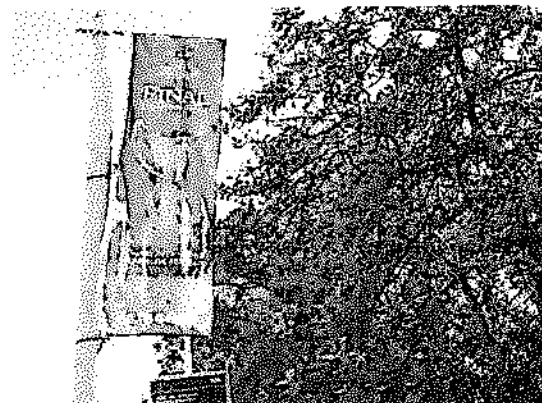


The Host City should therefore develop and implement a promotional campaign with the aim to spread the UEFA Women's Champions League Final experience across the Host City and its surroundings. These costs need to be borne by the Host City and the region.

Host City dressing

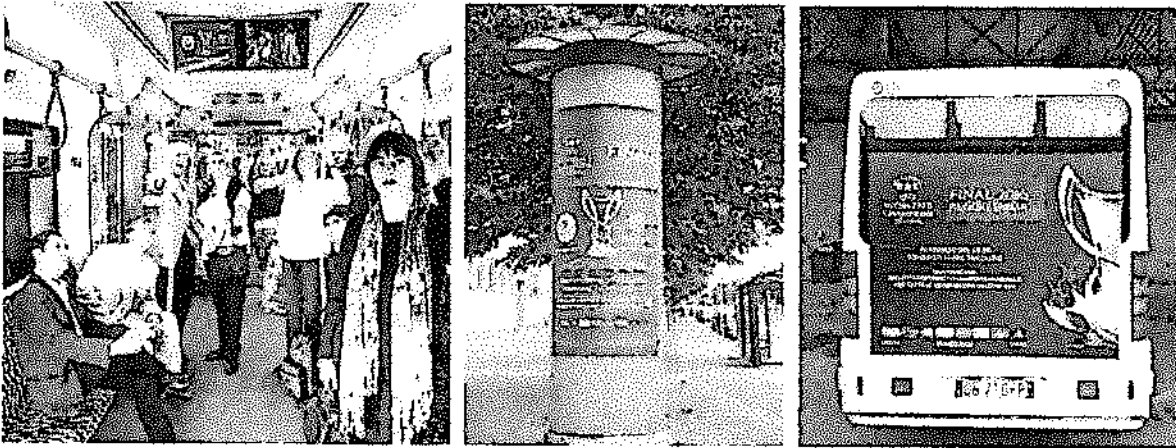
If the UEFA Women's Champions League Final is hosted by the same Host Association than the UEFA Champions League Final, the dressing elements for the UEFA Women's Champions League Final are incorporated in the UEFA Champions League Final dressing programme.

If the UEFA Women's Champions League Final is staged in another country, then a separate UEFA Women's Champions League Final dressing programme is to be set up. The objective of the Host City dressing programme is to generate awareness for the UEFA Women's Champions League Final and create a festive and welcoming atmosphere. The dressing programme will be based on the overall event brand. This will help build up the overall look and feel of the UEFA Women's Champions League Final and contribute to an overall festive atmosphere. The Host City dressing will also include the UEFA sponsor recognition programme.

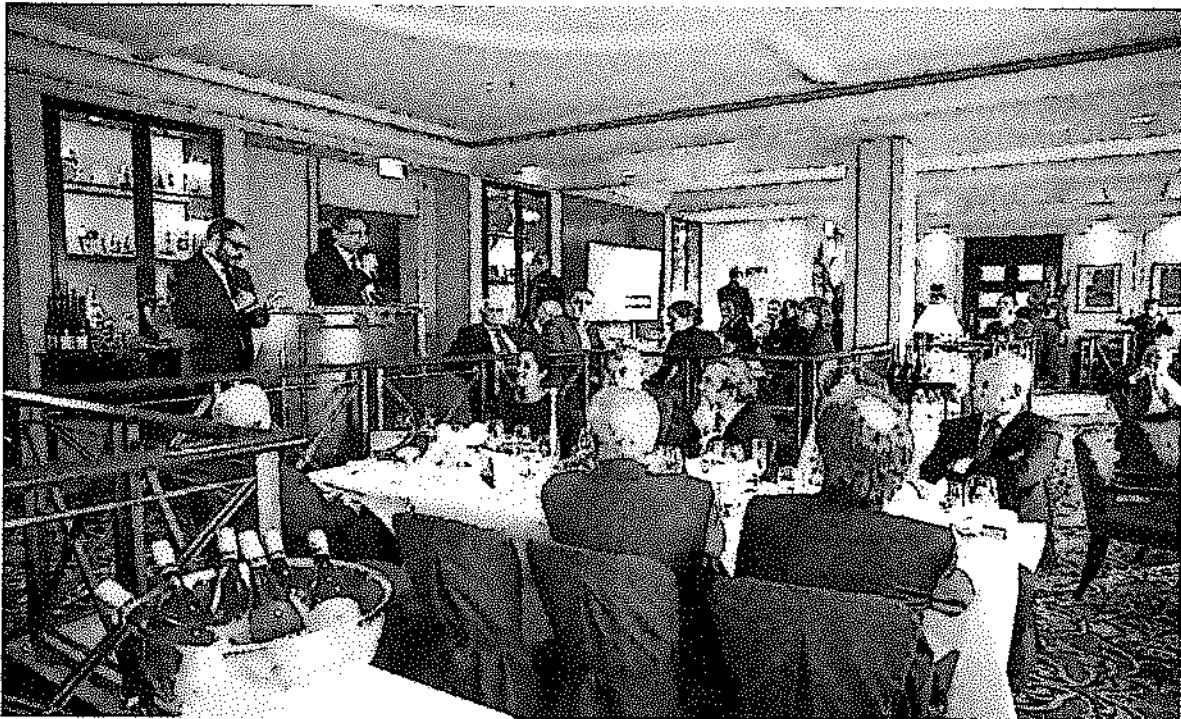


Within the planning and implementation of this programme, the Host City will play a key role, since the dressing programme is primarily a local activity. UEFA requires the Host City to identify and secure, for the event dressing material, the most strategic sites, including the areas around the UEFA target groups hotels. This inventory must be substantial (market value of a minimum of € 50,000) and the Host City needs to cover any costs related thereto. The dressing opportunities should include flags, banners, billboards, giant banners and other more unconventional dressing options.

The dressing will need to be installed at least 2 weeks in advance of the event. The Host City will be in charge of the rental, production, installation, maintenance and removal of the dressing material. UEFA will be providing the graphic guidelines and artworks.



4 — UEFA Women's Champions League Final lunch or dinner



If the UEFA Women's Champions League Final is staged by another Host Association than the UEFA Champions League Final, an official dinner on the evening before Matchday or an official lunch on Matchday will take place. The chosen location should be at a maximum 15-minute bus ride from UEFA headquarters and Commercial Partner hotels.

The programme consists of short speeches by the president of UEFA, the mayor of the Host City and the president of the host association, together with a short Q&A session with the presidents of the finalist clubs.

UEFA, the Host City and the Host Association all have a viable interest in the planning and delivery of this VIP event and be represented equally in brand material and decorations, as well as joint invitations.

Organisational requirements

The Host City will have to provide the location rent-free. In addition the Host City will cover the cost of the following:

- All catering and beverages to be agreed by UEFA for all guests (100) and staff (10). Including cocktail reception, starters, main course, dessert, tea and coffee, and all alcoholic and non-alcoholic beverages.
- All infrastructure and service for the dinner: kitchens, staffing, transport, linen, crockery, tables, chairs, tables and chair covers, glassware, hostesses, sommeliers, menu printing, table decorations, flowers, candles and banqueting event management staff.
- Venue decoration, entertainment and event production.

Note that UEFA will be responsible for covering the costs for the transport and the welcome desk and its own staffing.

Sector 10 — Commercial Matters



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1 — Commercial Rights

UEFA is the exclusive owner of all Marketing and Commercial Rights relating to the UEFA Women's Champions League Final. UEFA markets and exploits these rights centrally.

The sponsorship concept for the UEFA Women's Champions League Final is based on the principle of strict product category exclusivity, which means that once a sponsorship position in a specific product category has been sold to a partner, then no sale at any other level is possible in such category. Only the Commercial Partners have the exclusive right of association with the UEFA Women's Champions League.

No one other than UEFA is authorised to create a commercial programme in relation to the UEFA Women's Champions League Final. Any attempt to do this will conflict with UEFA's centralised commercial programme. The Host Association will, however, be expected to support UEFA's commercial programme (including in relation to the exercise by the Commercial Partners of the rights granted to them by UEFA).

2 — Commercial inventory

In order to support the Commercial Partners, the Host City will be required to secure all available advertising inventory or spaces during the Exclusive Period in the following areas:

- Stadium Commercial Perimeter (more fully described in chapter *Prevention of Ambush marketing and rights protection committee of Sector 04 – Legal Matters of the UEFA Women's Champions League Final 2019 Requirements*);
- Official Sites;
- airports;
- main railway stations of the Host City and at main public transport stations serving the Stadium;
- main access routes to the Stadium outside the Stadium Commercial Perimeter;
- main routes connecting the airports and main railway stations and the city centre.

The Host City will be required to provide a detailed inventory to UEFA in accordance with the timetable notified by UEFA. Based on the inventory submitted by the Host City, a reasonable and meaningful percentage of this inventory must be offered free of charge to UEFA. The remaining part of the inventory

must first be offered in accordance with the timetable notified by UEFA to UEFA's Commercial Partners to purchase at standard market rates on an exclusive basis.

In respect of the inventory within airports, a list of the companies, with their contact information, managing the relevant advertising inventory or spaces must be provided on an airport by airport basis. The Host City must ensure that such inventory is not sold to any third party without UEFA's prior written consent. Without prejudice to the preceding sentence, such inventory must not, in any event, be sold to any competitor of any of the Commercial Partners.

In respect of any inventory within the Stadium Commercial Perimeter which is not acquired by Commercial Partners, the Host City must ensure that such inventory is not sold to any third party without UEFA's prior written consent. Without prejudice to the preceding sentence, such inventory must not, in any event, be sold to any competitor of any of the Commercial Partners.

For the avoidance of doubt, the provisions of *Sector 04 – Legal Aspects of the UEFA Women's Champions League Final 2019 Requirements* related to Ambush Marketing rights will apply in addition to the Clean Site Principle.



3 — Commercial restrictions

In order to protect the Commercial Rights as set out above, all Official Sites must be free and clean of any contractual obligations and are otherwise subject to the Clean Site Principle. In effect, the Clean Site Principle means that the Commercial Partners are the only companies entitled to exercise commercial rights at the Official Sites during the Exclusive Period. For the avoidance of doubt, the Clean Site Principle overrides any arrangements that may exist with any other companies for commercial advertising, branding, marketing and promotional activities, such as:

- sponsorship and advertising agreements;

- leases;
- branding or dressing opportunities on buildings, billboards, etc.;
- reserved seating arrangements;
- utilisation and supply agreements;
- merchandising agreements;
- hospitality agreements;
- food, beverage and catering agreements (including any concession or 'pouring rights' agreements).

Any existing businesses within the Official Sites should, in principle, remain totally closed and free from commercial branding during the Exclusive Period. Any and all branding opportunities at or within the Official Sites will be exclusively exploited by UEFA, who can allow the Commercial Partners to exploit them.

If an Official Site only comprises part of the relevant building or location, the manner in which the Clean Site Principle must be applied to such building or location will be notified by UEFA.

