

Host City Agreement for the UEFA European Football Championship Final Tournament 2020

for the Host City of *[name of the Host City]*

Between:

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

and

[Host Association]
[Address]
("Host Association")

and

[Host City Authority]
[Address]
("Host City Authority")

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

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Recitals

- A. UEFA invited its member associations to bid for the right to host certain matches of the final tournament of the UEFA European Football Championship 2018-20, which is to be staged in thirteen (13) different European countries being member of UEFA, and provided bidders with various requirements, guidelines as well as a set of guarantees to be signed by the bidding member associations and/or the relevant authorities in order to be considered for appointment to host matches and such other events as required by UEFA in the Host Country.
- B. UEFA considers that the full support and cooperation of all national and local authorities (and their relevant departments and agencies) in the country in which the host association is located is a crucial element to the success of the final tournament of the UEFA European Football Championship 2018-20.
- C. This Agreement sets out the terms under which UEFA, the Host Association and the Host City Authority will cooperate in order to ensure the successful and smooth organisation of the final tournament of the UEFA European Football Championship 2018-20 in the Host City Territory and confirms the Host City Authority's full and unconditional acceptance of the Tournament Requirements (as defined below) in respect of all aspects relating to the organization and staging of certain matches of the final tournament of the UEFA European Football Championship 2018-20 in the Host City Territory.

1 – Definitions and Interpretation

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

Additional City	a city within the Host Country which administratively is outside the jurisdiction of the Host City Authority but where any Official Sites, key locations, airports, venues, access routes or other facilities are located which are required, necessary and/or will be used for UEFA EURO 2020.
Additional City Authority	the governing body of the Additional City, which has the power to undertake binding obligations on behalf of such Additional City and become party to any agreements concluded in relation thereto.
Agreement	this agreement including its appendices.
Airport(s)	the <i>[name of the airport]</i> airport in <i>[name of the city]</i> .
Airport Authority	the owner and/or operator of the Airport, authorized to enter into binding agreements with the Host City Authority with respect to all areas of responsibilities related to the Airport as required for UEFA EURO 2020 in accordance with the Airport Requirements.

Airport Operational Concept	shall have the meaning as set out in par. B.6 of Appendix B.
Airport Operational Period	shall have the meaning as set out in par. B.6 of Appendix B.
Airport Requirements	the requirements set forth by UEFA with respect to the Airport used in relation to UEFA EURO 2020 in the Host City Territory, as described more fully in Appendix B.
Ambush Marketing	means the undertaking, without UEFA's consent, of activities (including, for example, marketing, promotional, advertising and public relations activities) that (directly or indirectly) suggest or may create the impression of having been authorised by, or being connected or associated with, UEFA or UEFA's competitions (including UEFA EURO 2020).
Authorities	any and (where appropriate) all of the airport, police, fire and medical authorities in the Host Country, including any other local, regional or national authorities (other than the Host City Authority) responsible for the safety, security or any other areas related to organizing of UEFA EURO 2020 in the Host Country.
Bid Dossier	the documents completed by the Host Association and returned to UEFA as part of the bid process, being a formal offer of the Host Association to host certain matches of the final tournament of the UEFA European Football Championship 2018-20 in the Host Country in accordance with the Tournament Requirements.
Clean Site Principle	the principle that, throughout a certain exclusivity period specified by UEFA, certain sites specified by UEFA (including the Official Sites) shall be free of any advertising, branding, logos, marks or other promotional or marketing materials or activities and otherwise free from any other obligations or restrictions which would limit in any way the ability of: (a) UEFA and/or the Host Association from exercising their rights or performing their obligations in connection with UEFA EURO 2020; and/or (b) the Commercial Partners from exercising the Commercial Rights.
Commercial Partner	any entity to which UEFA grants any Commercial Rights in relation to UEFA EURO 2020.
Commercial Rights	any and all marketing and other commercial rights relating to UEFA EURO 2020 including, without limitation, all media (including all forms of television, radio, wireless and internet distribution), sponsorship, digital, association, licensing, merchandising, hospitality, publishing and retailing rights.
Confidential Information	the terms of this Agreement and all matters relating to this Agreement and/or its operation as well as all information and/or data of the Parties which is disclosed or otherwise comes into the possession of a Party (whether directly or indirectly as a result of this Agreement) and being of a confidential nature.
Fan Zone	an entertainment area in the Host City, accessible to the general public in connection with UEFA EURO 2020, as further detailed in clause 5.22.
Force Majeure	an external, extraordinary and/or unforeseeable event of an insurmountable violence resulting in the breach of a universal duty or obligation and, without prejudice to the foregoing, such events can include: earthquakes, floods, civil wars, acts of terrorism, embargos and closing of borders, but excluding strikes.
Guarantees	written guarantees requested by UEFA from the bidding national associations and/or any third parties who are competent to issue such guarantees in the Host Country in accordance with the UEFA EURO 2020 Host City Requirements.

Host Association	the UEFA member association identified on the title page of this Agreement which may be appointed by UEFA to host and organise certain matches of UEFA EURO 2020 in accordance with clause 2.3.
Host City	the city in the Host Country identified on the title page of this Agreement governed by the Host City Authority which is to host and organise certain matches of UEFA EURO 2020 and be entitled to use the title of one of the official host cities of UEFA EURO 2020.
Host City Authority	the governing body of the Host City identified on the title page of this Agreement, which has the power to undertake binding obligations on behalf of such Host City and become party to any agreements concluded in relation thereto.
Host City Concept	shall have the meaning set out in clause 5.4.
Host City Promotional Programme	shall have the meaning set out in clause 5.18.
Host City Safety and Security Concept	shall have the meaning set out in clause 5.14.
Host City Territory	the entire territory administratively within the jurisdiction of the Host City Authority together with any territories of Additional Cities which are within the jurisdiction of any Additional City Authority, as required for purposes of hosting and organising UEFA EURO 2020 in the Host Country and to fulfil the requirements of UEFA and the Host Association related thereto.
Host Country	the country of the Host Association which may be appointed by UEFA to host and organise certain matches of UEFA EURO 2020.
Intellectual Property	the Marks and any and all patents, rights in statistics, information or other data (whether collated or recorded in a database (in whatsoever form or format) or otherwise), database rights (including any sui generis or other rights) and all other legal and beneficial intellectual and industrial property rights (whether registered or not) throughout the world, no matter what such rights may be known as in any particular country in the world, and all applications for the same.
Marks	any and all present and future trademarks, service marks, names, devices, slogans, signatures, characters, designs, logos, footage, images and/or animations (whether registered or otherwise) and any applications for the protection or registration of the same (and all renewals and extensions thereof throughout the world) relating to UEFA and/or UEFA EURO 2020 including UEFA EURO™ trophy (Henri Delaunay Cup), the official logo(s) and mascot(s) for UEFA EURO 2020 and other representations thereof, together with all identifying promotional footage, sounds and music (if any) used with UEFA's authority in connection with UEFA EURO 2020.
Official Site	each Stadium, training centre, the qualifying draw site, the final draw site, the international broadcast centre, the Fan Zone, and the sites of any official events of UEFA EURO 2020, together with the immediately surrounding and adjacent areas of such official sites which are under the control or ownership of such official sites' owners.
Stadium	the <i>[name of the stadium]</i> stadium in <i>[name of the city]</i> , at which certain UEFA EURO 2020 matches will be played, which shall comprise the entire building of the Stadium as well as any and all land, facilities and infrastructure within the Stadium perimeter, as required by UEFA to host matches of UEFA EURO 2020 at the Stadium within the Host City Territory.

Stadium Commercial Perimeter	an area outside the Stadium which, as a general rule, extends to two hundred meters (200m) from the implemented Stadium outer security perimeter in each direction but which may be varied by UEFA on a case by case basis depending on the specificities of the relevant Stadium environment. For the avoidance of doubt, the Stadium Commercial Perimeter shall include all airspace and any waterways around the Stadium.
Term	shall have the meaning set out in clause 2.4.
Tournament Requirements	the document provided by UEFA to the Host Association as part of the bid process, which sets out the requirements for hosting UEFA EURO 2020, including, organisational, commercial, infrastructure, facilities and financial requirements.
UEFA	the Union des Associations Européennes de Football, whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland, which includes UEFA Events SA and may include any existing (or to be created) legal entity in which UEFA is a majority or sole shareholder.
UEFA EURO 2020	the fifty-one (51) matches comprising the final tournament of the UEFA European Football Championship 2018-20 including all related official events, which events shall include the qualifying draw, qualifying draw dinner, the final draw, final draw dinner, the opening and closing ceremonies, official opening and closing dinners, official activities related to the participating member associations (including the finalists workshop), any Fan Zone(s), welcome events, press conferences and media events organised by UEFA and/or the Host Association in connection with UEFA EURO 2020, and any other events agreed by UEFA and the Host Association as official tournament events from time to time.
UEFA EURO 2020 Host City Requirements	shall have the meaning set out in clause 4.1.
UEFA IPR	the Marks and any and all Intellectual Property relating to UEFA, the UEFA EURO™, UEFA EURO 2020 and/or any additional events organised as part of UEFA EURO 2020, including, the UEFA EURO™ trophy (Henri Delaunay Cup), the official logos and mascots for UEFA EURO 2020 and other representations thereof, together with all identifying promotional footage, animations, sounds and music (if any) used with UEFA's authority in connection with UEFA EURO 2020.

- 1.2 Headings used in this Agreement will be for convenience only and will not affect the interpretation of these provisions.
- 1.3 In this Agreement:
- words importing the singular include the plural and vice versa;
 - headings are for convenience only and do not affect the interpretation of this Agreement;
 - 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
 - reference to "days" means calendar days unless specified to be business days.
- 1.4 The Appendices and the Tournament Requirements (insofar as they apply to the obligations of the Host City Authority) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement but in the event of any inconsistency, then the terms set out in the body of this Agreement shall prevail.

2 – Condition Precedent and Term

- 2.1 By signing this Agreement and returning it to UEFA, the Host City Authority:
- makes an unconditional and irrevocable offer to UEFA and the Host Association to host certain matches and organise various additional events of UEFA EURO 2020 within the Host City Territory in accordance with the UEFA EURO 2020 Host City Requirements and the terms and conditions of this Agreement; and
 - agrees to cooperate with UEFA and the Host Association for UEFA EURO 2020 in accordance with the terms and subject to the conditions set out in this Agreement.
- 2.2 The Parties acknowledge and agree that no rights are granted to or obligations conferred upon the Host City Authority unless and until UEFA has appointed the Host Association to host certain UEFA EURO 2020 matches in the Host Country, and UEFA has counter-signed and returned this Agreement to the Host Association.
- 2.3 Upon UEFA's ratification pursuant to clause 2.2, the Host City shall be deemed to have been chosen as an official host city of UEFA EURO 2020 as decided by UEFA in its sole discretion and as notified to the Host City Authority and the Host Association at the time of the official announcement of the Host Association as host of certain UEFA EURO 2020 matches.
- 2.4 This Agreement will take effect from the date of its counter-signature by UEFA and will continue until three (3) months after the end of UEFA EURO 2020 (the "Term") unless terminated earlier in accordance with the provisions of clause 7.1.

3 – Representations and Warranties of the Host City Authority

- 3.1 The Host City Authority warrants and undertakes to UEFA and the Host Association that:
- it has read, understood and agrees to fully and unconditionally comply with the requirements related to host cities as set out in the Tournament Requirements;
 - it has the capacity, power and authority to enter into this Agreement and fulfil its obligations
 - if so required under any applicable laws binding the Host City Authority, the execution, delivery and performance of this Agreement by the Host City Authority has been duly and validly authorized by any and all required competent authorities or bodies;
 - this Agreement constitutes valid and legally binding obligation of the Host City Authority, enforceable against the Host City Authority in accordance with the terms of this Agreement;
 - it fully, and without restrictions, supported the bid by the Host Association to host UEFA EURO 2020 in the Host Country and that it will continue to fully support and cooperate with UEFA and the Host Association regarding the preparation, organisation and promotion of UEFA EURO 2020 and all official related events in the Host City Territory in accordance with the UEFA EURO 2020 Host City Requirements;
 - all information provided and representations made by the Host City Authority to UEFA during the course of the bidding process (including all information and representations contained in the Bid Dossier or otherwise presented to UEFA prior to execution of this Agreement) are accurate; and
 - the Host City Authority has not knowingly withheld from UEFA and/or the Host Association any information relating to the staging and organisation of UEFA EURO 2020 in the Host City or to its offer to be appointed by UEFA to host matches of UEFA EURO 2020 in the Host Country.
- 3.2 The Host City Authority acknowledges and agrees that all requirements and conditions relating to host cities as set out in the Tournament Requirements shall be binding on the Host City Authority and shall be relied upon by UEFA as if they were set out in this Agreement. The Host City Authority shall be solely responsible for ensuring that any requirements in relation to the matches and events of UEFA EURO 2020 within the Host City Territory as set forth in the Tournament Requirements will be properly implemented at no additional cost to UEFA, as soon as possible following the appointment of the Host Association to host UEFA EURO 2020 in the Host Country.

- 3.3 The Host City Authority acknowledges and agrees that all of the information, representations, statements and other commitments relating to the Host City Authority in the Bid Dossier shall be binding on the Host City Authority and relied upon by UEFA as if they were set out in this Agreement.
- 3.4 The Host City Authority shall cooperate fully with UEFA and the Host Association to stage and organise UEFA EURO 2020 in accordance with the UEFA EURO 2020 Host City Requirements. UEFA will retain control of the tournament format for UEFA EURO 2020 and the Host City Authority will respect UEFA's final decision regarding the dates, times and venues for all matches of UEFA EURO 2020, which may be modified by UEFA at any time.

4 – UEFA EURO 2020 Host City Requirements

- 4.1 The Host City Authority acknowledges and agrees that it will host certain matches and organise events of UEFA EURO 2020 in the Host City Territory in accordance with:
 - a. the terms and conditions of this Agreement;
 - b. the requirements related to host cities as set out in the Tournament Requirements;
 - c. the Airport Requirements insofar as such requirements apply to the Host City Authority;
 - d. the representations, warranties, guarantees, assurances and other promises made by the Host Association in relation to the Host City Territory as set out in the Bid Dossier;
 - e. specific, competition-related regulations insofar as such regulations apply to the Host City Authority or any activities related to hosting matches of UEFA EURO 2020 within the Host City Territory. Such regulations shall include the Regulations of the UEFA European Football Championship 2018-2020, UEFA Safety and Security Regulations, UEFA Medical Regulations and UEFA Anti-Doping Regulations; and
 - f. such other reasonable guidelines, directions, requirements, instructions and requests as UEFA may issue to the Host City Authority from time to time during the Term;(together the "UEFA EURO 2020 Host City Requirements").
- 4.2 Except as provided in clause 1.4, in the event of conflict between any of UEFA EURO 2020 Host City Requirements, UEFA will determine in its sole discretion which should prevail.
- 4.3 The Parties acknowledge and agree that the UEFA EURO 2020 Host City Requirements may be amended by UEFA from time to time during the Term, upon written notification, and the Host City Authority agrees to continue to comply with such amended UEFA EURO 2020 Host City Requirements provided that, where the Host City Authority can demonstrate to UEFA's satisfaction that any such amendment has resulted in or will result in a material adverse effect on the financial situation of the Host City Authority, the Host City Authority agrees to discuss in good faith with the Host City Authority such material adverse effect with a view to seeking an alternative solution acceptable to the Host City Authority, the Host Association and UEFA.

5 – Responsibilities of the Host City Authority

General Support

- 5.1 The Host City Authority hereby undertakes that the preparation and staging of UEFA EURO 2020 will be classified as a matter of general interest within the Host City Territory. The Host City Authority shall enact, implement and comply with all relevant Guarantees issued as required in connection with the staging and organisation of UEFA EURO 2020 in the Host City Territory, in accordance with the UEFA EURO 2020 Host City Requirements.
- 5.2 The Host City Authority shall provide for use in relation with any UEFA EURO 2020 events or matches, all required and necessary public land, public facilities and public infrastructure within the Host City Territory to comprise and/or compliment the Official Sites. The Host City Authority shall ensure that all such public land, public facilities and infrastructure shall be delivered free of charge for the use by UEFA (including UEFA's Commercial Partners) and the Host Association for UEFA EURO 2020 in accordance with the

UEFA EURO 2020 Host City Requirements, which shall include (on a free of charge basis) the provision of all basic services (such as but not limited to electricity, water, waste management and cleaning).

- 5.3 The Host City Authority shall conclude all necessary agreements and take all necessary steps to secure the full support and cooperation of any relevant Authorities and/or Additional City Authorities located in the Host City Territory whose involvement is necessary for the Host City Authority to comply with its obligations under this Agreement. The Host City Authority shall make sure that any of its contractual partners comply with all of the obligations set out in this Agreement (i.e. UEFA IP protection, UEFA's commercial programme etc.).

Organisational Support

- 5.4 The Host City Authority shall develop the Host City Concept with comprehensive explanations, plans, budgets, maps and any other necessary information required by UEFA in connection with the different activities and projects planned in the Host City Territory for UEFA EURO 2020 based on the UEFA EURO 2020 Host City Requirements, which shall cover (but not be limited to):
- a. event logistics, promotional activities (as set out in clauses 5.18 to 5.21), installation and organisation of the Fan Zone (as set out in clause 5.22) and any other operational aspects related to the Host City Territory;
 - b. any necessary licensing and permit application and issuance requirements; and
 - c. any land, venues, facilities or other areas required to host and organise UEFA EURO 2020 within the Host City Territory which are under the jurisdiction of any Additional City Authority. For the avoidance of doubt, the Host City Authority shall provide overview of any such areas and clearly identify the relevant Additional City Authority responsible.

The Host City Authority shall present a first draft of the Host City Concept to UEFA and the Host Association by 30 September 2017.

- 5.5 The Host City Authority shall appoint by 31 December 2016 and maintain throughout the preparation and event period until three (3) months after the conclusion of UEFA EURO 2020, its main representative to act as the unique and sole contact point for matters of UEFA EURO 2020 concerning the Host City Territory and to report to UEFA and the Host Association concerning the implementation of the terms of this Agreement. The Host City Authority's representative shall have all necessary powers to liaise with representatives of the relevant national and regional Authorities and the Additional City Authorities in connection with UEFA EURO 2020 matters and shall by 31 December 2018 establish a group of professionally qualified, fully-trained and appropriately instructed personnel to work in a separate organisational team to coordinate all matters between UEFA, the Host Association, the Authorities, the Additional City Authorities and such other relevant third parties in connection with the preparation, organisation and staging of UEFA EURO 2020 in the Host City Territory in accordance with the UEFA EURO 2020 Host City Requirements.
- 5.6 The Host City Authority shall ensure that it supports and safeguards the legitimate interests of UEFA, UEFA EURO 2020, the Commercial Partners and the Host Association in any dealings with any other third parties at all times. Without prejudice to the foregoing, the Host City Authority shall not enter into any contract with any third party, and shall minimise the negative impact of any of its existing contracts with third parties, whose interests in any matter conflict, or are reasonably likely to conflict, with the requirements or interests of UEFA, the Commercial Partners, the Host Association and/or UEFA EURO 2020 or which interfere with the performance of the various obligations under this Agreement.

Mobility

- 5.7 The Host City Authority shall develop a public transportation and traffic management concept for the Host City Territory, which shall take into consideration the national specificities of the Host Country and shall be based on the UEFA EURO 2020 Host City Requirements and the Airport Requirements. The Host City Authority shall present its concept to UEFA and the Host Association on or before 30 June 2018, which must include the following components:

- a. a high quality public transport system linking the Stadium to the Host City's city centre (including the Fan Zone), the airport(s), railway station(s), other important transport hubs in the Host City Territory as well as main hotel and accommodation areas inside and within a 100 km radius of the Host City's city centre;
- b. sufficient public transport services available on a 24-hour schedule in the area within a 100 km radius of the Host City's city centre for match days and ideally during the entire period during which matches of UEFA EURO 2020 are held in the Host City Territory;
- c. a free public local and regional transport programme within the Host City Territory for all UEFA EURO 2020 match ticket holders available on match day until 23:59pm on match day +1;
- d. a free public local and regional transport programme within the Host City Territory to all accredited personnel (incl. volunteers) and media during the entire duration of UEFA EURO 2020;
- e. the possibility for spectators, officials and media representatives to be transported safely and efficiently from the Stadium to the Host City's city centre in less than seventy-five (75) minutes; and
- f. efficient traffic management and tournament specific traffic and pedestrian directional signage for match day operations, including temporary reserved lanes and temporary road closures, extended pedestrian areas and "fan walks" or public transport mall, temporary traffic management and security command control structure.

Airport

- 5.8 The Host City Authority shall ensure that the Airport within easy reach of the Host City's city centre and the Stadium is available for use during UEFA EURO 2020 to accommodate all anticipated inbound and outbound passengers attending matches of UEFA EURO 2020 in accordance with the UEFA EURO 2020 Host City Requirements and the Airport Requirements. The Host City Authority shall ensure that the Airport Authority complies fully with the Airport Requirements and it shall, if so requested by UEFA, take action to ensure full compliance therewith or to remedy any failure in this respect.
- 5.9 The Host City Authority shall, at the time of provision of the executed copy of this Agreement to UEFA, attach signed Declaration of the Airport Authority which shall constitute the Airport Authorities acknowledgement and agreement to comply with all the Airport Requirements for the Host City as set out in Appendix B of this Agreement. In addition, in case any separate agreement is concluded between the Host City Authority and the Airport Authority, the Host City Authority shall provide a copy of such agreement to UEFA and/or the Host Association immediately after its execution as per par. B.2 of Appendix B.
- 5.10 Where delivery of any of the mobility requirements set out in clauses 5.7 to 5.9 require involvement, cooperation, decision or action by any Additional City Authority, then the Host City Authority shall be responsible for ensuring that any such involvement, cooperation, decision or action are secured and in place as required under the UEFA EURO 2020 Host City Requirements.

Accommodation

- 5.11 The Host City Authority shall use its best endeavours to ensure that sufficient quantity of hotel rooms at fair market rates are available per each UEFA EURO 2020 match played in the Host City Territory to accommodate fans travelling to UEFA EURO 2020. The following table indicates expected numbers of beds on match nights for visitors and supporters for the relevant stadium capacity:

Stadium capacity	Minimum required number of beds for visitors and supporters
80,000	24,000
70,000	21,000
60,000	18,000
50,000	15,000
40,000	12,000
30,000	9,000

- 5.12 The Host City Authority shall use its best endeavours to ensure that sufficient quantity of hotel rooms are available in the Host City Territory to accommodate UEFA's target groups on the basis of moderate price levels and reasonable terms and conditions, as well as that the reservation terms are submitted as per Tournament Requirements. The Host City Authority shall cooperate with any tourism agencies or hoteliers in the Host City Territory to ensure that the hotel owners and/or operators sign a standard hotel contract to be established by UEFA. The following table indicates expected quantity of hotel rooms on match nights for UEFA's target groups for various stages of UEFA EURO 2020 (per each UEFA EURO 2020 match played in the Host City Territory):

Type of match	Approximate number of necessary hotel rooms for UEFA's target groups
Opening match	3,000
Group matches	2,000
Round of 16 matches	2,000
Quarter-finals	3,000
Semi-finals	4,000
Final	6,000

For the above-mentioned room allocations, the following quality level is required:

- minimum seventy-five per cent (75%) of all hotel rooms in 5- and 4-star hotels; and
 - maximum twenty-five per cent (25%) of all hotel rooms in 3-star hotels.
- 5.13 The Host City Authority shall use its best endeavours to ensure that rates to be charged by the hotels are not higher than twenty per cent (20%) above the average published rate on 1 June 2018 and that such rates do not exceed the following maximum levels per standard room:
- 5-star hotel: four hundred Euros (€400);
 - 4-star hotel: three hundred Euros (€300); and
 - 3-star hotel: two hundred Euros (€200).

Safety and Security

- 5.14 The Host City Authority shall ensure that by 30 June 2018 at the latest, the relevant and competent Authorities develop an integrated "Host City Safety and Security Concept", covering all aspects of safety and security relating to UEFA EURO 2020 in the Host City Territory. The Host City Safety and Security Concept shall be based on this Agreement and the Tournament Requirements and shall reflect any international good practices related to event safety and security. The Host City Safety and Security Concept shall also include, a self-assessment of existing and planned arrangements in the Host City Territory in connection with UEFA EURO 2020, any foreseeable risks in the lead-up to and during UEFA EURO 2020, as well as any and all applicable laws that are relevant from a safety and security perspective in connection with staging and organising UEFA EURO 2020. For the avoidance of doubt, the Host City Safety and Security Concept must also address all health and medical matters for UEFA EURO 2020.
- 5.15 The Host City Safety and Security Concept referred to above shall be provided to the Host Association, which will integrate it into the global safety and security concept for UEFA EURO 2020 in the Host Country.
- 5.16 The Host City Authority shall secure the full support and cooperation of any other relevant national and/or regional Authorities and/or Additional City Authorities as required for the development and implementation of the Host City Safety and Security Concept for UEFA EURO 2020 in the Host City Territory.
- 5.17 The Host City Authority shall bear all costs in relation to public safety and security measures taken with respect to UEFA EURO 2020 in the Host City Territory in accordance with the Host City Safety and Security Concept and shall in particular bear all costs in relation to security (public safety and security and private security) related to the Fan Zone as set out in clause 5.22.

Event Promotion

- 5.18 The Host City Authority shall promote UEFA EURO 2020 in the Host City Territory in accordance with the Host City Promotional Programme which shall be developed by the Host City Authority and shall include the following non-exhaustive elements:
- a. any promotional campaigns planned to promote the Host City in connection with UEFA EURO 2020;
 - b. a Host City dressing programme, covering the period commencing two (2) weeks prior to the opening match of UEFA EURO 2020 until two (2) days after the last match of UEFA EURO 2020 played in the Host City Territory, which shall be developed by the Host City Authority;
 - i. The Host City Authority shall be responsible for the provision of locations, as well as the production, installation (including the necessary structures), maintenance and dismantling of any and all dressing materials, posters, flags and banners in connection with UEFA EURO 2020 at prominent places in and around the Host City Territory, such as but not limited to Host City's city centre areas, main routes to and from the Stadium, areas around the Fan Zone, train stations, Airport and near famous buildings or tourist attractions,
 - ii. The Host City Authority shall ensure that the dressing materials have increased visibility in the Host City Territory in line with any official events of UEFA EURO 2020,
 - iii. The Host City Authority acknowledge and accepts that such dressing materials will be designed by UEFA and will bear the logos of Commercial Partners; and
 - iv. The Host City Authority acknowledges and agrees that UEFA will decide, in its sole discretion, regarding the content to be displayed on such dressing materials;
 - c. any promotional and cultural events related to the Host City and UEFA EURO 2020 organised by the Host City Authority (and approved by UEFA in advance) which shall take place both before and during UEFA EURO 2020; and
 - d. the Fan Zone in accordance with clause 5.22.
- 5.19 The Host City Authority acknowledges that in case UEFA decides to host and organise in the Host City Territory any of the additional key official events traditionally taking place during the preparations phase of UEFA EURO 2020 (such as the qualifying draw and the final draw), it will be required to also develop, at no extra cost to UEFA, the Host City dressing programme in relation to such additional key official events. The Parties agree to discuss in good faith the scope and operational details related to such dressing programme as soon as possible prior to or immediately following the decision to host and organise such additional key official events within the Host City Territory.
- 5.20 The Host City Authority shall work in conjunction with UEFA and/or the Host Association to provide all necessary public space, public infrastructure and other support services as agreed as well as appropriate permission and licences to enable UEFA to implement the following non-exhaustive promotional activities:
- a. pre-event activities in the Host City Territory which may take the form of a trophy tour or other promotional tours or pre-tournament events related to UEFA EURO 2020 aimed at football fans and the general population of the Host City; and
 - b. pre-tournament events, such as draws, logo launch, mascot launch, one year to go, etc.
- 5.21 The Host City Authority shall guarantee exclusivity at any such events or activities for the Commercial Partners in respect of the product and/or service categories for which they have been appointed by UEFA. Without prejudice to the foregoing, the Host City Authority shall, in particular, respect certain restrictions on product sourcing, 'pouring rights' and licenced merchandise concessions. The Host City Authority shall not be entitled to appoint any third party suppliers in respect of the supply of products and/or services that are competing products or services to those of the Commercial Partners.

Fan Zone

- 5.22 The Host City Authority shall set up and operate a large entertainment area in a central and easily accessible area in the very heart of the Host City's city centre, with entry offered to fans free of charge on any UEFA EURO 2020 match days (the "Fan Zone"). UEFA shall grant to the Host City Authority the right to use

certain Marks in connection with any such approved Fan Zone, subject to compliance with the following mandatory conditions regarding the organisation of such Fan Zone:

- a. the Host City Authority shall provide, at its cost, all appropriate space and facilities in the Host City's city centre for any such Fan Zone in accordance with the UEFA EURO 2020 Host City Requirements as well as all necessary utilities and services at the Fan Zone including but not limited to power supply, water, toilets, cleaning and waste management;
- b. the Host City Authority shall apply and will receive free of charge from UEFA (subject to a separate licence) the right to transmit any live and/or delayed television broadcasts of UEFA EURO 2020 football matches (including any footage derived therefrom);
- c. the Host City Authority shall ensure that UEFA and the Commercial Partners shall be entitled to conduct, free of charge, a variety of fan activities, entertainment events, displays and promotions related to UEFA EURO 2020 at the Fan Zone, and to exploit commercial sales opportunities at the Fan Zone in accordance with the UEFA EURO 2020 Host City Requirements;
- d. the Host City Authority shall guarantee exclusivity in the Fan Zone for the Commercial Partners in respect of the product and/or service categories for which they have been appointed by UEFA. Without prejudice to the foregoing, the Host City Authority shall, in particular, respect certain restrictions on product sourcing, sales and promotions related to the use and operation of food and beverage concessions and licenced merchandise concessions at the Fan Zone in accordance with the UEFA EURO 2020 Host City Requirements. The Host City Authority shall be entitled to sell (or appoint third party concessionaries to sell) certain products and/or services approved in advance and in writing by UEFA (which products and services shall not, for the avoidance of doubt, be competing products or services to those of the Commercial Partners);
- e. the Host City Authority shall, at its cost, procure all relevant licences, consents and permissions necessary to set up and operate the Fan Zone and work together with any other relevant Authorities to guarantee a safe and secure event with adequate policing, security and crowd-control measures at any such Fan Zone. Without prejudice to the foregoing, the Host City Authority shall provide all such assistance as may be reasonably required by the Commercial Partners in order to obtain the relevant licences, consents and permissions required in relation to the activities, events, displays, promotions and opportunities referred to in clause 5.22c above;
- f. the Host City Authority shall comply with any guidelines contained in documents provided by UEFA in relation to the commercial programme for UEFA EURO 2020 as well as any and all instructions and guidelines of UEFA regarding the use of any Marks granted by UEFA to the Host City Authority in connection with any Fan Zone or on any materials promoting any Fan Zone;
- g. the Host City Authority shall apply the Clean Site Principle to the Fan Zone in accordance with the UEFA EURO 2020 Host City Requirements and UEFA's commercial programme for UEFA EURO 2020;
- h. the Host City Authority shall work together with any other appropriate Authorities and bear all costs in relation to all necessary safety and security measures, including costs for private security, at any such Fan Zone; and
- i. the Host City Authority shall bear any and all costs in relation to the setting up, operations and dismantling of the Fan Zone.

5.23 Where delivery of any of the event promotion requirements set out in clauses 5.18 to 5.22 require involvement, cooperation, decision or action by any Additional City Authority, then the Host City Authority shall be responsible for ensuring that any such involvement, cooperation, decision or action are secured and in place as required under the UEFA EURO 2020 Host City Requirements.

6 – Intellectual Property & UEFA's commercial programme for UEFA EURO 2020

6.1 The Parties acknowledge and agree that UEFA will solely and exclusively own and control the use and/or exploitation of the Marks, any Commercial Rights and any rights of Intellectual Property in connection with UEFA and/or UEFA EURO 2020 (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 either the Host Association or the Host City Authority) prior to the date of this Agreement) generated by the Host Association and/or the Host City Authority in hosting and organising UEFA EURO 2020 within the Host City Territory and fulfilling the obligations under this Agreement.

- 6.2 The Host City Authority acknowledges and agrees that it shall cooperate with UEFA, the Host Association and any other Authorities to protect all rights and interests of UEFA and the Commercial Partners in and around the Host City Territory based on the principle of exclusivity.
- 6.3 The Host City Authority shall not exploit any rights in its capacity as one of the host cities hosting matches of UEFA EURO 2020 other than as expressly stated in this Agreement or with the prior written consent of UEFA and shall not make any direct and/or indirect association with or references to UEFA, the Host Association, the Commercial Partners and/or UEFA EURO 2020 except for editorial purposes and/or with the prior written approval of UEFA.
- 6.4 The Host City Authority acknowledges that it is not authorised to appoint any local partners in relation to UEFA EURO 2020.

UEFA Intellectual Property

- 6.5 Other than as expressly set out in this Agreement, the Host City Authority will not, by virtue of this Agreement or otherwise, obtain or claim any right, title or interest in or to the Intellectual Property related to UEFA and UEFA EURO 2020 (including the UEFA IPR).
- 6.6 UEFA hereby grants to the Host City Authority a non-exclusive licence to use the UEFA IPR supplied to the Host City Authority by UEFA to the limited extent required for the purposes of hosting and organising (and promoting the fact that it is organising) UEFA EURO 2020 as set forth in this Agreement and the UEFA EURO 2020 Host City Requirements provided that the Host City Authority complies at all times with any reasonable conditions set forth by UEFA governing the use of such UEFA IPR.

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

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

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

- a. the termination or expiry of this Agreement; or
- b. one (1) month after UEFA EURO 2020.

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

- 6.7 UEFA shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, the Host City Authority and its respective sub-licencees from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including legal expenses) and costs resulting from, arising out of, related to or in connection with any claim or action by any third party brought in relation to the Host City Authority's use of the UEFA IPR in accordance with this Agreement. In such circumstances, the Host City Authority shall:
 - a. promptly notify UEFA of such claim or action;
 - b. not settle, admit or compromise the relevant claim or action; and
 - c. provide all such assistance, co-operation and information as UEFA may reasonably require in connection with such claim or action.
- 6.8 The Host City Authority shall not knowingly do or cause, or permit anything to be done, which may endanger the UEFA IPR, the Marks or the title of UEFA thereto.
- 6.9 If and to the extent that the Host City Authority acquires any right, title and/or interest in UEFA EURO 2020 (including all Intellectual Property related to UEFA EURO 2020, any accrued goodwill in the Marks as well as any materials, data reports and systems developed and/or used by the Host City Authority in connection with UEFA EURO 2020), the Host City Authority acknowledges and agrees that the benefit of all such right,

title and interest will at all times accrue to and inure to the benefit of UEFA, and the Host City Authority irrevocably, unconditionally and free of charge assigns to UEFA all such right, title and interest by way of present and future assignment.

The Host City Authority Intellectual Property

- 6.10 The Host City Authority grants to UEFA, free of charge, a worldwide non-exclusive licence (with the right to sub-license to UEFA affiliates and Commercial Partners) to use the Intellectual Property of the Host City Authority including the Host City name, image, branding, logos, designs and maps of and from the Host City including any landmarks or internationally recognized symbols thereof (including any material derived therefrom) ('Host City Intellectual Property') for any commercial and non-commercial uses via any and all current and/or future media in relation with UEFA EURO 2020 free from any third party rights and/or any further charges, provided that UEFA (including the UEFA affiliates) or the Commercial Partners (as the case may be) comply at all times with any reasonable conditions set forth by the Host City Authority (at the time when any such Host City Intellectual Property is provided to UEFA) governing the use of such Host City Intellectual Property. For the avoidance of doubt, the Host City Authority shall also authorise UEFA to use pictures and video materials made within the Host City Territory, free of charge and for all possible uses on UEFA website, publications or in any other promotional items produced by UEFA. UEFA intends to conduct video filming within the Host City Territory for promotional UEFA EURO 2020 video clips and the Host City Authority shall provide all necessary support.
- 6.11 The licence granted to UEFA by the Host City Authority shall be perpetual and irrevocable. In addition, UEFA shall be entitled to use the Host City Intellectual Property following the expiry or termination of this Agreement for UEFA's internal purposes and for the purposes of promoting UEFA EURO 2020.
- 6.12 Any sub-licence of the Host City Intellectual Property by UEFA to the Commercial Partners with this clause shall automatically terminate on the earlier of:
- the termination or expiry of this (Host City) Agreement; or
 - one (1) month after conclusion of UEFA EURO 2020.

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

- the Host City Intellectual Property is used by the Commercial Partners in the exercise of their Commercial Rights; and
 - the relevant materials were produced prior to such termination, expiry or deadline.
- 6.13 The Host City Authority shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, UEFA, UEFA's affiliates, the Commercial Partners, and their respective sub-licencees, 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 of the Host City Authority in accordance with this Agreement. In such circumstances, UEFA and/or the relevant Commercial Partner (as the case may be) shall:
- promptly notify the Host City Authority of such claim or action;
 - not settle, admit or compromise the relevant claim or action; and
 - provide all such assistance, co-operation and information as the Host City Authority may reasonably require in connection with such claim or action.

Advertising Space

- 6.14 The Host City Authority shall secure (and/or shall liaise with any third parties in relation to the below areas not owned and/or controlled by the Host City Authority) all available advertising inventory or space for the period starting two (2) weeks prior to the opening match of UEFA EURO 2020 until 23.59 (local time) on the day after the last match of UEFA EURO 2020 held within the Host City Territory in the following areas:
- at the Stadium Commercial Perimeter;
 - at the Airport(s);
 - at the main central railway station(s) of the Host City Territory and at the main public transportation stations serving the Stadium and Host City;
 - main access route(s) to the Stadium; and
 - main routes connecting the Airport(s) and the Host City's city centre.

- 6.15 The Host City Authority shall prepare and submit to UEFA and the Host Association its proposed advertising inventory and space by no later than 31 December 2018, which shall include a meaningful and reasonable percentage of this inventory offered free of charge to UEFA for the exclusive use by its Commercial Partners in relation to promotions around UEFA EURO 2020.

All remaining advertising inventory and space (i.e. other than that offered free of charge pursuant to the preceding sentence) must be offered first to UEFA's Commercial Partners for purchase at standard market rates applicable as of 1 June 2019 on an exclusive basis. Such right of first option must be exercised by the Commercial Partners no later than 31 December 2019.

- 6.16 In respect of the inventory within the Stadium Commercial Perimeter which has not been acquired by UEFA's Commercial Partners by 31 December 2019, the Host City Authority shall ensure that such inventory is not being sold to any third party without UEFA's prior written consent. Without prejudice to the preceding sentence, such inventory must not be sold to any competitor of any of the Commercial Partners.

Clean Site Principle

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

Stadium Commercial Perimeter

- 6.18 The Host City Authority must restrict commercial and/or promotional activities within the Stadium Commercial Perimeter (in relation to any land, structures, buildings or other infrastructure which are owned and / or controlled by the Host City Authority) in order to prevent Ambush Marketing activities being conducted in the immediate surroundings of the Stadium.
- 6.19 Within the Stadium Commercial Perimeter, the Host City Authority shall (in relation to any land, structures, buildings or other infrastructure which are owned and/or controlled by the Host City Authority):
- pre-reserve all existing – or to be created – advertising space, as per clause 6.14;
 - not perform or authorise third parties to perform street vending and/or any other commercial or promotional activities (for example, leafleting, product distributions, setting up of temporary advertising structures or signs), including Ambush Marketing;
 - reject any applications for temporary licences for street vending and/or similar commercial or promotional activities (including, for example, leafleting and product distributions); and
 - ensure that the Commercial Partners are able to exercise the relevant Commercial Rights granted to them by UEFA (including, for example, pouring rights and merchandise concessions for the sports apparel and accessories).
- 6.20 Businesses which are established and existing within the Stadium Commercial Perimeter (i.e. have not been established for a temporary period around UEFA EURO 2020), may conduct regular business and display

their standard branding (i.e. non-UEFA EURO 2020 related), provided that they (i) comply with the provisions of clause 6.19b, and (ii) do not engage in any Ambush Marketing activities.

Enforcement of Intellectual Property Rights in relation to UEFA EURO 2020

- 6.21 The Host City Authority shall take all necessary steps to ensure that no third party organises, conducts or is otherwise involved directly and/or indirectly in any commercial programme, campaign or activity in relation to UEFA EURO 2020 in the Host City Territory, including the organisation of any public viewing events and/or unauthorized ticket sales or promotions within the Host City Territory, without the prior written consent of UEFA.
- 6.22 The Host City Authority shall take all necessary steps to ensure that no large scale promotions by competitors of the Commercial Partners and/or any large scale football-related campaigns or any Ambush Marketing are operated by third parties at any Official Site (in relation to any land, structures, buildings or other infrastructure which are owned and/or controlled by the Host City Authority or Additional City Authority) and in key locations of the Host City Territory specified by UEFA (such as iconic sites, monuments, major buildings and landmarks) without UEFA's consent.
- 6.23 The Host City Authority shall, and shall procure that any other relevant Authorities and/or Additional City Authorities, implement any specific legislation established to protect the Intellectual Property in connection with UEFA and UEFA EURO 2020, as set out in the UEFA EURO 2020 Host City Requirements.
- 6.24 The Host City Authority acknowledges and agrees that it shall at all times during the Term do all acts and things as may be necessary in cooperation with UEFA, the Host Association and the Authorities to protect the Commercial Rights granted to the Commercial Partners and any rights of Intellectual Property in connection with UEFA and UEFA EURO 2020 (including the UEFA IPR) and shall cooperate with UEFA to enable the Commercial Partners to exercise the Commercial Rights granted to them by UEFA based on the principle of exclusivity.
- 6.25 The Host City Authority shall use its best endeavours to assist UEFA and the Authorities to prevent Ambush Marketing as well as to prevent unauthorised sale of tickets for matches of UEFA EURO 2020. In particular, the Host City Authority shall, on the days of matches of UEFA EURO 2020, use its best endeavours to ensure that there is no selling or distribution of products or materials (including unauthorised or counterfeit merchandise relating to UEFA EURO 2020) and that no third-party demonstrations or activities are conducted which have a political, religious or racist connotation within the Stadium Commercial Perimeter and/or at other Official Sites in the Host City Territory, unless such activities are approved by UEFA and the Authorities in advance.
- 6.26 Where delivery of any of the intellectual property and/or commercial programme-related requirements set out in this clause 6 require involvement, cooperation, decision or action by any Additional City Authority, then the Host City Authority shall be responsible for ensuring that any such involvement, cooperation, decision or action are secured and in place as required under the UEFA EURO 2020 Host City Requirements.
- 6.27 Without prejudice to clause 6.24, the Host City Authority shall, in particular, provide all such assistance as UEFA may require in respect of the "rights protection committee" (if any) established for the Host City Territory as envisaged by the UEFA EURO 2020 Host City Requirements. The intention is that such rights protection committee will meet regularly to co-ordinate efforts to protect the UEFA IPR and UEFA's commercial programme for UEFA EURO 2020 including: (i) prohibiting Ambush Marketing activities; (ii) protecting the UEFA IPR; and (iii) prohibiting illicit ticket activities, as well as ensuring that appropriate measures are taken to prevent violations (or where violations have occurred, ensuring they are dealt with quickly and effectively).

7 – Termination of the Agreement

Causes of Termination

- 7.1 UEFA shall be entitled to terminate this Agreement immediately by giving written notice to the Host City Authority if:
- UEFA withdraws from the staging and organisation of UEFA EURO 2020 in the Host City Territory or Host Country, or cancels UEFA EURO 2020 in its entirety;
 - the Host City Territory will not host any match of UEFA EURO 2020 for any reason;
 - UEFA considers that safety and security is jeopardised in any way whatsoever;
 - there are organisational or logistical problems which in UEFA's sole opinion threaten the successful staging and organisation of UEFA EURO 2020 in the Host Country or in any Stadium and/or any Host City Territory; or
 - there is insufficient infrastructure, accommodation and transportation facilities in the Host City Territory for UEFA EURO 2020 as required under the UEFA EURO 2020 Host City Requirements.
- 7.2 Either Party may bring this Agreement to an end with immediate effect by written notice to the other Party for any reason of Force Majeure or a Party commits a material breach of any of its material obligations or warranties under this Agreement and, if the breach is capable of remedy, fails to remedy it within a reasonable deadline set by the non-breaching Party.

Consequences of Termination

- 7.3 Upon expiry or termination of this Agreement however arising:
- all rights granted to the Host City Authority in connection with UEFA EURO 2020 will revert to UEFA;
 - where appropriate, the Host City Authority agrees to cooperate with UEFA and with any host city appointed thereafter, as reasonably required by UEFA; and
 - the Parties shall take all necessary steps to minimise any financial damages in respect of UEFA EURO 2020.
- 7.4 Within thirty (30) days after expiry or termination of this Agreement, the Host City Authority shall return all materials relating to UEFA EURO 2020 as are in its possession or control, strictly in accordance with the directions of UEFA.
- 7.5 The Parties shall have no further obligations or rights under this Agreement when the Term ends, except for those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement.

8 – General

- 8.1 The Parties shall exercise their rights and fulfil their respective obligations under this Agreement at their own costs and expense.
- 8.2 The Host City Authority shall indemnify, hold harmless and defend UEFA from and against all liabilities, claims, damages or costs arising pursuant to this Agreement as a result of a failure by the Host City Authority to perform any of its obligations in accordance with this Agreement or as a result of any lawful termination by UEFA of any of the agreements with the Host Association in connection with staging and organising UEFA EURO 2020 in the Host Country.
- 8.3 The Host City Authority acknowledges and agrees that UEFA shall be entitled to appoint certain third parties, including, without limitation, any local organising company, to perform certain tasks in connection with UEFA EURO 2020 on behalf of UEFA and/or the Host Association, and that it shall cooperate fully with any such third party to implement the UEFA EURO 2020 Host City Requirements.
- 8.4 The Parties shall keep each other immediately informed of all matters which are likely to be of importance in relation to UEFA EURO 2020 including, without limitation, any circumstances which may affect, hinder or

endanger the successful organisation of UEFA EURO 2020 or the fulfilment of any of the obligations as set out in this Agreement.

- 8.5 The Host City Authority shall not make any announcement in relation to this Agreement without the prior written consent of UEFA.
- 8.6 Neither Party will, without the prior written consent of the other (except as required by law), disclose to any third party any Confidential Information relating to the terms of this Agreement and/or its operation after execution of this Agreement, subject to any disclosure of Confidential Information which is required in connection with the implementation and performance of this Agreement.
- 8.7 The Host City Authority acknowledges that UEFA may transfer, sub-license and/or sub-contract UEFA's rights and/or UEFA's obligations under this Agreement to UEFA's affiliates. UEFA's affiliates will not be considered to be third parties for the purposes of this Agreement and references to "UEFA" in this Agreement shall be deemed to include the UEFA's affiliates.
- 8.8 The Host City Authority acknowledges that UEFA has ultimate authority to prescribe or change any aspect of UEFA EURO 2020 at its sole discretion.
- 8.9 If UEFA EURO 2020, any of the matches and/or any of the official promotional activities related to UEFA EURO 2020 is/are postponed by UEFA, the performance of the obligations of the Parties will not terminate and the Host City Authority will not assert any claims or rights to damages against UEFA.
- 8.10 This Agreement is drafted and signed in the English language. If this Agreement is translated into another language, then the English language text shall prevail.
- 8.11 This Agreement shall be governed by and construed in accordance with the laws of Switzerland. Any differences or disputes arising out of this Agreement shall be settled by arbitration conducted in Nyon, Switzerland, and the arbitral proceedings shall be governed by Art. 176 et seq. of the Swiss Private International Law Statute. Each party shall nominate one (1) arbitrator and the two (2) arbitrators so appointed shall agree upon and then appoint a third arbitrator to act as chairperson of the arbitral tribunal. If either party or the two arbitrators fail to appoint within thirty (30) days of either party requiring it or them to do so, the second or third arbitrator shall be appointed by the President of the Court of Appeal of the Canton of Vaud. The award shall be final.

This Agreement has been signed by a duly authorised signatory:

For UEFA:

Signature

Name

Title

Date

For the Host Association:

Signature

Name

Title

Date

For the Host City Authority:

Signature

Name

Title

Date

Appendix A – Supplementary Documents

The Host City Authority hereby acknowledges and agrees that it has received from the Host Association and has read a copy of each of the following supplementary documents, which documents shall be considered to be an integral part of this Agreement:

- a. the Tournament Requirements; and
- b. the Bid Dossier.

TEMPLATE

Appendix B – Airport Requirements

1 – General

- B.1 The Airport Authority shall confirm by way of execution of the Declaration of the Airport Authority, in the form as attached herein in Schedule 1 of this Appendix B, that the Airport Authority has been provided with, read, acknowledged and agreed to fulfil all the requirements of UEFA for UEFA EURO 2020 in the Host City Territory, as set out in this Appendix B of the Host City Agreement and the Tournament Requirements. Capitalized terms shall have the meaning as defined in clause 1.1 of the (Host City) Agreement.
- B.2 The Host City Authority and the Airport Authority may conclude an airport agreement which shall include at least all the Airport Requirements to formalize their cooperation in relation to UEFA EURO 2020. In such case, the Host City Authority shall provide a copy of such airport agreement to UEFA and/or the Host Association immediately after its execution, including (if so requested by UEFA) its certified translation into English language.
- B.3 The Airport Authority shall indemnify, hold harmless and defend the Host Association and UEFA from and against any and all liabilities, claims, damages or costs arising as a result of a failure by the Airport Authority to perform any of its obligations in connection with the hosting and organizing of UEFA EURO 2020 in the Host City Territory as set forth in the Airport Requirements and (if applicable) the airport agreement referred to in par. B.2 above.
- B.4 The Airport Authority shall cooperate fully with UEFA, the Host Association and the Host City Authority to host and organise UEFA EURO 2020 in accordance with UEFA's requirements for UEFA EURO 2020.
- B.5 The Airport Authority shall closely cooperate with all the Authorities and any other relevant airport and air traffic control authorities on all matters relating to UEFA EURO 2020, which shall include, without limitation, assistance to guarantee the strict control of airspace above the Stadium and other key areas of the Host City Territory during UEFA EURO 2020.

2 – Responsibilities of the Airport Authority

Airport Operational Concept

- B.6 The Airport Authority shall prepare, develop and provide to the Host Association and UEFA, by no later than by 1 June 2019 the operational concept at the Airport for UEFA EURO 2020 (the "Airport Operational Concept") setting out details of the Airport operations for UEFA EURO 2020 during the key period from twenty (20) days prior to the first match of UEFA EURO 2020 (or as otherwise agreed between the Parties) and ending two (2) days after the last match of UEFA EURO 2020 held in the Host City Territory (hereinafter "Airport Operational Period") and taking into account any and all Airport Requirements. The Airport Operational Concept shall provide overview of all areas of responsibilities of the Airport in relation to delivering the Airport Requirements and shall clearly identify the areas which require the support and assistance of the Host City Authority, the Host Association, UEFA and/or any relevant Authorities.

Organisational Assistance

- B.7 The Airport Authority shall appoint no later than by 1 June 2018 a key Airport representative to act as unique contact point for matters related to UEFA EURO 2020 involving the Airport and to report to the Host City Authority, the Host Association and UEFA in relation to the implementation of the Airport Requirements and the Tournament Requirements insofar as required in relation to the Airport operations.
- B.8 During the Airport Operational Period, the Airport Authority shall provide the following facilities in the Airport, at no cost to UEFA and/or the Host Association:
- exclusive use of an office of approximately sixty square meters (60m²) in close proximity to the UEFA welcome desk in the main terminal at the Airport; and

- b. pre-defined, well-located and visible space in each terminal of the Airport close to the exit or immediately after the baggage reclaim area where UEFA will be allowed to set-up official welcome desks to meet and greet officials, guests and VIPs arriving for UEFA EURO 2020 in the Host City Territory.
- B.9 The Airport Authority shall provide, at its own cost, to UEFA and the Host Association all appropriate access, including airside access up to the gate and security passes during the Airport Operational Period and for any training required before this date, to enable UEFA and/or the Host Association's operating staff to carry out their activities in and around the Airport in connection with UEFA EURO 2020. UEFA and/or the Host Association shall ensure that their entire working staff working at the Airport shall comply with the regulations and required security training.
- B.10 The Airport Authority shall provide UEFA (at no cost to UEFA and/or the Host Association) with ten (10) to fifteen (15) radios (incl. charging stations) and allow the UEFA and/or the Host Association working staff at the Airport to use radio and walkie-talkie communication systems in and around the Airport at all times during the Airport Operational Period.
- B.11 The Airport Authority shall provide the necessary space and infrastructure within the Airport to implement a dedicated "fast lane access and procedures" system through customs and immigration, for specific target groups travelling to UEFA EURO 2020 in the Host Country, as communicated to the Airport Authority prior to UEFA EURO 2020. For the avoidance of doubt, discussions regarding legal implementation of any such "fast lane access and procedures" system will be under the responsibility of the Host Association and/or UEFA.

Airport Passenger Capacity

- B.12 The Airport Authority shall ensure that during the Airport Operational Period there are sufficient take-off and landing slots available at the Airport for all flights (including charter flights) and a sufficient number of parking spaces for such aircraft carrying participants, officials, organisers and spectators attending UEFA EURO 2020.
- B.13 The Airport Authority shall accommodate a minimum passenger capacity in accordance with the requirements set out in the Tournament Requirements which shall be applicable between ten (10) to three (3) hours before the kick-off of each match of UEFA EURO 2020 within the Host City Territory. The minimum passenger capacity shall be calculated based on factors such as but not limited to the size of the Stadium, the availability of international and national ground transport within the Host City Territory, and the distance to other European countries, as per the calculation scheme set out in the Tournament Requirements.
- B.14 The Airport Authority shall work together with the Host City Authority, any Additional City Authorities (if any) and the relevant Authorities to implement the terms of the guarantee required by UEFA under the Tournament Requirements which provides that for UEFA EURO 2020 matches played in the Host City Territory, aircrafts are permitted to land and take-off at the Airport without restrictions between 18:00 (local time) on the day immediately preceding the day of any UEFA EURO 2020 match in the Host City Territory and 18:00 (local time) on the day immediately following any such match.
- B.15 The Airport Authority shall ensure that between 18:00 (local time) on the day immediately preceding the day of any UEFA EURO 2020 match in the Host City Territory and 18:00 (local time) on the day immediately following any such match, the Airport is open and fully operational twenty four hours (24h) a day (at no additional cost to UEFA and/or the Host Association) with any and all customary passenger welfare facilities, including if necessary additional temporary facilities, for the supporters travelling for UEFA EURO 2020 (including, without limitation, refreshment areas, toilet facilities and changing rooms).

Official Transportation System

- B.16 The Airport Authority shall work together with the Host City Authority, the Additional City Authority and other relevant Authorities to:

- a. provide, free of charge, additional holding areas and pick-up and drop-off zones for tour operator coaches or other coaches reserved for supporters travelling for matches of UEFA EURO 2020 via the Airport.
- b. implement any special arrangements to provide efficient and easy access for UEFA EURO 2020 event transportation to and from the Airport for all participants, officials, working staff and VIP's in connection with UEFA EURO 2020, which shall include allocated spaces for cars and buses directly outside the Airport terminal(s) or immediately off the aircraft (if required);
- c. allocate for the exclusive use of UEFA and the Host Association in relation to UEFA EURO 2020 during the Airport Operational Period, at no cost to UEFA and/or the Host Association, the following minimum requirements:
 - i. twenty (20) parking spaces for cars and two (2) parking spaces for coaches at a location in the close vicinity of the main exit of each terminal at the Airport for drop-off and pick-up procedures; and;
 - ii. thirty (30) parking spaces for cars and five (5) parking spaces for coaches as close as possible to the Airport terminal(s).

In case any access device (key card, magnetic card etc.) is required to access the parking spaces referred to in i. and ii. above, the Airport Authority shall provide all such devices to UEFA and the Host Association for every UEFA coach (approx. 10) and UEFA car (approx. 50) free of charge.

Safety and Security for the Airport

- B.17 The Airport Authority shall cooperate fully, support and comply with the instructions and guidelines of the Host City Authority, the Host Association, UEFA and/or any Authorities regarding safety and security matters in relation to UEFA EURO 2020 insofar as it applies to the Airport or any operations related thereto.
- B.18 The Airport Authority shall support and cooperate with the Host City Authority in relation to the development by the Host City Authority of the Host City Safety and Security Concept.
- B.19 The Airport Authority shall implement all necessary and suitable measures, including setting-up and installing any temporary facilities, to ensure the separation and segregation of the supporters (if required by police or other relevant Authorities).
- B.20 The Airport Authority shall cooperate with the relevant national Authorities in order to facilitate and expedite the implementation of any border control and security procedures for all inbound and outbound supporters at the Airport, subject to and in accordance with any applicable laws.

Participating Teams

- B.21 The Airport Authority shall ensure and provide to the Host Association and/or UEFA, free of charge, dedicated procedures for the arrival and departure of participating teams at the Airport. In this respect the Airport Authority shall in particular:
 - a. facilitate the organisation of the "Meet and Greet" ceremony upon arrival of the team(s) participating in UEFA EURO 2020 within the Host City Territory, including: providing security passes for any UEFA working staff and guests, organisation of the red carpet and protocol flags and handling of the bus carrying team(s) members for arrival and departure directly from/to the aircraft parking;
 - b. provide with airside access for seven (7) vehicles (1 x team bus, 1 x kit van/truck, 5 x team fleet vehicles (cars, minivans)) at no cost for arrival and departure of the team(s) participating in UEFA EURO 2020 within the Host City Territory. UEFA shall provide names and passport details of drivers and licence plate numbers of vehicles twenty four (24) hours before the respective arrival/departure of the team;
 - c. provide the necessary space and infrastructure within the Airport to implement a dedicated "fast lane access and procedures" system through customs and immigration as set out in par. B.11; and
 - d. provide adequate, facilitated border control services as well as exclusive baggage reclaim procedures with access of the team lorry/van to this area or its vicinity consummate at least with the highest-quality procedures established for other VIP passengers travelling via the Airport.

UEFA VIPs

- B.22 The Airport Authority shall ensure and provide to UEFA and/or the Host Association free of charge (including, if needed negotiating and concluding the relevant agreement with the respective Airport service provider) that VIP pick-up and VIP services are provided free of charge for a designated group of UEFA EURO 2020 VIPs, which shall comprise the UEFA and FIFA Presidents, Executive Committee members and General Secretaries as well as the Presidents of the remaining five (5) FIFA member confederations.
- B.23 The Airport Authority shall provide adequate, facilitated border control services as well as exclusive baggage reclaim procedures for UEFA VIPs referred to above, which shall be consummate at least with the highest-quality procedures established for other VIP passengers travelling via the Airport.

Commercial Activities

- B.24 The Airport Authority shall acknowledge and agree that UEFA owns and controls all Commercial Rights and it shall cooperate with UEFA and the Host Association to protect all rights and interests of UEFA and the Commercial Partners based on the principle of exclusivity.
- B.25 The Airport Authority shall not (and shall not permit any third party to) exploit any commercial rights or conduct any commercial programme in connection with UEFA EURO 2020, without 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. For the avoidance of doubt, this clause is meant to cover any commercial leaflet distributions, interactive promotions or other promotional activities organized at the Airport by any third parties during UEFA EURO 2020.
- B.26 The Airport Authority shall:
- expressly acknowledge and agree that UEFA owns and controls all Intellectual Property related to UEFA, the UEFA EURO™, UEFA EURO 2020 and any accompanying 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 Airport Authority prior to the date of appointment of the Host Association for hosting and organizing UEFA EURO 2020) generated by the Airport Authority in staging UEFA EURO 2020 in the Host City Territory and fulfilling its obligations under the Airport Requirements;
 - not use any of the UEFA IPR whether alone or in combination with any other marks, names, words, logos, symbols or devices without the prior written approval of UEFA and shall not adopt or use any other mark, drawing, symbol, emblem, logo, designation or name which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any of the UEFA IPR or unfairly competes with any of the UEFA IPR;
 - not use, or authorise the use of, any of the UEFA IPR in a manner which is likely to cause harm to the goodwill attached to the UEFA IPR, bring them into disrepute, undermine the value of any rights in or to such UEFA IPR, or which is prejudicial to the image of UEFA, the UEFA EURO™, UEFA EURO 2020 and any accompanying events; and
 - if and to the extent that the Airport Authority acquires any right, title and/or interest in UEFA EURO 2020 (including, without limitation, 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 Airport Authority in connection with UEFA EURO 2020), the Airport Authority shall acknowledge and agree 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 Airport Authority shall irrevocably, unconditionally and free of charge assign to UEFA all such right, title and interest by way of present and future assignment.

Host City Dressing Programme and Commercial Opportunities

- B.27 The Airport Authority shall acknowledge and agree that the Host City Authority:

- a. will be developing the Host City dressing programme, covering the period commencing two (2) weeks prior to the opening match of UEFA EURO 2020 until two (2) days after the last match of UEFA EURO 2020 played in the Host City Territory. The Host City Authority is responsible for the provision of locations (and related services) for any and all dressing materials, posters, flags and banners in connection with UEFA EURO 2020 at prominent places in and around the Host City Territory including at the Airport;
 - b. shall secure (and/or shall liaise with any third parties in relation to areas not owned and/or controlled by the Host City Authority) all available advertising inventory or space in key locations in the Host City Territory for the period starting two (2) weeks prior to the opening match of UEFA EURO 2020 until 23.59 (local time) on the day after the last match of UEFA EURO 2020 held within the Host City Territory, including at the Airport.
- B.28 In relation to the obligations of the Host City Authority referred to in par. B.27 above, the Airport Authority will be required to cooperate with the Host City Authority (or to coordinate and reach an agreement with any the agency that runs the commercial programme at the Airport) to:
- a. prepare and submit to the Host Association by no later than 30 December 2018 proposed dressing inventory, free of charge, for the Host City dressing programme.
 - b. prepare and submit to the Host Association by no later than 30 December 2018 proposed advertising inventory and space within the Airport for the exclusive use by the Commercial Partners in relation to promotions around UEFA EURO 2020. Such space shall include a meaningful and reasonable percentage of this inventory offered free of charge to UEFA for the exclusive use by its Commercial Partners in relation to promotions around UEFA EURO 2020; and
 - c. allow the Commercial Partners the first option until 31 December 2019 to purchase advertising inventory available at standard market rates applicable as of 1 June 2019 for the period starting from two (2) weeks prior to the opening match of UEFA EURO 2020 and lasting until 23.59 (local time) on the day after the last match of UEFA EURO 2020 held within the Host City Territory.
- B.29 The Airport Authority will be required to facilitate contact with and to support UEFA or its Commercial Partners in discussions with the entity(ies) that own retail space at the Airport to allow UEFA and its Commercial Partners to rent retail space for the sales of officially licensed merchandise at the Airport premises.
- B.30 Notwithstanding par. B.28 of this Appendix B, the Airport Authority shall allow UEFA and/or the Host Association to install, at no cost to UEFA and/or the Host Association (except for the costs of production and installation which shall be borne by UEFA and/or the Host Association), certain additional UEFA EURO 2020 branding material and directional signage in the main arrival/departure halls, entries and exits of the Airport, the luggage reclaim areas and such other locations agreed between the Parties, to promote UEFA EURO 2020 and inform the passengers arriving at the Airport of UEFA EURO 2020 in the Host City Territory.

Organisational assistance for other events

- B.31 Should any additional events related to UEFA EURO 2020 be held in the Host City Territory and involve a large number of guests / visitors transiting through the Airport and requiring UEFA representatives (to be decided by UEFA at its sole discretion) to be present at the Airport to welcome and transport the official guests and visitors, then the Airport Authority shall provide a similar level of assistance and free of charge services as described in the Airport Requirements for the Airport Operational Period.

Schedule 1 of Appendix B: Declaration of the Airport Authority

Union des Associations Européennes de Football
Route de Genève 46
CH-1260 Nyon 2
Switzerland

Concerns: UEFA EURO 2020 – Compliance with the Airport Requirements

Dear Sirs,

I/We the undersigned, being the person duly authorized to undertake obligations on behalf of the *[Insert full legal name of the Airport Authority]* (the "Airport Authority") in relation to the *[Insert full legal name of the Airport]* (the "Airport") understand that that *[Insert name of the Host Association]* (the "Host Association") is applying to be appointed as the entity responsible for hosting and organising matches of certain matches of the final tournament of the UEFA European Football Championship 2018/2020 (the "UEFA EURO 2020") at the *[Insert name of Stadium]* (the "Stadium") in the City of *[Insert name of the City]* (the "Host City"). If the Host Association is appointed by UEFA and in consideration of the mutual rights and obligations of the parties, this Declaration constitutes the Airport Authority's acknowledgement and agreement to comply with the staging and organizational requirements of the Airport Authority for UEFA EURO 2020, as set out in Appendix B of the Host City Agreement and to comply fully with all instructions and guidelines given by UEFA, the Host Association and/or the Host City Authority in relation thereto as well as with the Tournament Requirements insofar as these Tournament Requirements apply to the activities involving the Airport.

Notwithstanding a long-form agreement which may be executed between the Host City Authority and the Airport Authority, the Airport Authority hereby represents and undertakes to UEFA, the Host Association and the Host City Authority the following:

It shall create an appropriate structure within its organisation in order to provide full cooperation and assistance to UEFA, the Host Association and the Host City Authority in order to ensure the successful and smooth delivery of the Airport Requirements for the organisation of UEFA EURO 2020 in the Host City Territory.

It fully and unconditionally supports the bid of the Host Association to host UEFA EURO 2020 within the Host City Territory and that it will continue to fully support and cooperate with UEFA, the Host Association and the Host City Authority in relation to the preparation, organisation and promotion of UEFA EURO 2020 and any other official related events in the Host City Territory.

It shall issue to UEFA and the Host Association, in a quick and efficient manner, any and all approvals and consents as may be required in connection with the Airport Requirements required for UEFA EURO 2020 in an expedited fashion, provided that all requirements set by any applicable laws are met. With respect to consents and approvals which do not fall into the Airport Authority's competencies, it agrees to proactively support UEFA, the Host Association and the Host City Authority in obtaining any and all such consents and approvals.

It shall not knowingly by any act or omission place the Host Association in breach of its obligations to UEFA with respect to the staging and organisation of UEFA EURO 2020 in the Host City Territory.

It shall indemnify, hold harmless and defend UEFA from and against all liabilities, claims, damages or costs (including reasonable attorneys' fees and expenses) suffered or incurred as a result of a failure by the Airport Authority to perform any of its obligations in relation to the staging and organisation of UEFA EURO 2020 in the Host City Territory as set out under the Airport Requirements.

It shall not use any marks, logos or other intellectual property belonging to UEFA in connection with the UEFA and/or UEFA EURO 2020 at any time without the prior written approval of UEFA.

Terms written with capital letters shall have the meaning as defined in the Host City Agreement.

I/We acknowledge and agree that the terms of this letter shall be considered valid and fully enforceable provided that the Host Association is appointed by UEFA to stage and organise UEFA EURO 2020 in the Host City Territory.

This Agreement has been signed by a duly authorised signatory:

For the Airport Authority:

Signature

Name

Title

Date