



Final Tournament of the
2032 UEFA European Championship

Host City Agreement

WE CARE ABOUT FOOTBALL

**Host City Agreement
for the UEFA European Football Championship Final Tournament 2032**

Between

Union des associations européennes de football

Route de Genève, 46

1260 Nyon 2

Switzerland

("UEFA")

and

Federazione Italiana Giuoco Calcio

Via Gregorio Allegri 14

00198 Roma

Italia

("Host Association")

and

Comune di Milano

Piazza della Scala 2

20121 Milano

Italia

("Host City Authority")

For the Host City of: Milano

(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 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 to the UEFA European Football Championship 2030-2032.
- B. UEFA invited its member associations to bid for the right to host certain matches of the final tournament of the UEFA European Football Championship 2030-32, 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.
- C. 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 2030-32.
- D. 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 2030-32 in the Host City Territory and confirms the Host City Authority's full and unconditional acceptance of the Host City Requirements in respect of all aspects relating to the preparation, organisation, staging and dismantling of the final tournament of the UEFA European Football Championship 2030-32 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 Events	all events designated by UEFA as official events (including promotional events and activities) related to the Tournament including official draws, official dinner(s), the opening and closing ceremonies, official opening and closing dinners, official activities related to the Participating Associations (including the finalists workshop), any event forming part of the UEFA Festival (including Fan Zones or any other promotional events related to the Tournament), welcome events, press conferences and media events organised by UEFA and/or the Host Association and/or the Host City Authority in connection with the Tournament in each case to be staged in the Host Cities/Host Sites and/or in the Host Country.
Agreement	this agreement including its appendices.
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 and/or the Tournament, which are intended to create a direct or indirect association with UEFA and/or the Tournament or to otherwise capitalise on its/their goodwill and prestige but undertaken by a person/entity not authorised to do so by UEFA.

Applicable Laws	all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority in any relevant jurisdiction in the world.
Authorities	any and all Government authorities, army, police, customs, fire, medical, Airport Authorities, government and any other city, local, regional or national authorities (whatever the legal form they have) involved directly or indirectly in the preparation, staging, organisation and/or dismantling of the Tournament.
Bid Dossier Response	any and all documents submitted to UEFA as part of the Bid Procedure including by the Host Association and the Host City Authority, constituting the Host Association's formal offer to host the Tournament in accordance with the Tournament Requirements.
Bid Dossier Template	the documents provided by UEFA to the Host Association during the Bid Procedure, setting out the guidelines on how each Bid Dossier Response must be formatted, how the provided forms must be completed, which supplementary documents must be provided and how the legal documents must be presented.
Bid Procedure	the bid procedure managed by UEFA and open to each UEFA member association allowing them to present their association as a candidate for staging and organising the Tournament, all subject to the bid regulations communicated by UEFA to the UEFA member associations.
Bid Requirements	the documents provided by UEFA to the Host Association setting out the requirements that the Host Association must satisfy to host the Tournament which comprise: (i) the Tournament Requirements; and (ii) the Bid Dossier Template.
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	the principle that, throughout a certain exclusivity period notified by UEFA (including the Exclusivity Period applying to the Stadiums), the Official Sites must be (except where prevented by Applicable Laws): (a) free and clean of any contractual obligations of whatever nature in accordance with the UEFA Requirements and in particular any obligations relating to sponsorship and advertising agreements, naming rights agreements, leases, usage agreements, reserved seating arrangements, hospitality production or sale agreements, supplier agreements, food, pouring, beverage and catering agreements street trading licences or equivalent consents, that have not been authorised by UEFA in advance; and (b) otherwise free from any other obligations or restrictions which would limit in any way the ability of: (i) UEFA and/or the Host Association from exercising their rights or performing their obligations in connection with the Tournament; and/or (ii) the Commercial Partners from exercising the Commercial Rights. For the avoidance of doubt, during such exclusivity period, no commercial signage of any type should be visible within, or in the immediate vicinity of, the Official Sites unless it is expressly authorised by UEFA.
Commercial Partners	any entity to which UEFA grants any Commercial Rights in relation to the Tournament.

Commercial Rights	any and all commercial rights and opportunities in, to and in relation to the Tournament including any and all advertising, promotion, marketing, merchandising, licensing, franchising, sponsorship, association, ticketing, hospitality, public concession, 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 and/or the Tournament or to the business and affairs of the Host Association or to the business and affairs of the Host City Authority, which comes into the possession or knowledge of another 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 based on the template provided by UEFA, as identified by the Host Association during the Bid Procedure and in accordance with the Bid Requirements, to confirm: (i) its commitments in relation to the staging, organising and dismantling of the Tournament in the Host City / Host Country and/or (ii) the compliancy with Applicable Laws of the set-up agreed by UEFA and the Host Association for the staging and organisation of the Tournament.
Consents	all rights, waivers (including but not limited to moral rights waivers), permits, licenses, consents and permissions required in connection with: (i) the preparation, staging, organisation and dismantling of the Tournament; (ii) the performance of the Host City Authority's obligations under this Agreement; and (iii) any construction works, modifications, infrastructure or equipment performed or provided by UEFA in connection with any UEFA Festival event (including the Fan Zone and Trophy Tour) and any other Additional Event organised by the Host City Authority.
Data Protection Legislation	all applicable laws, regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority with jurisdiction over the Parties relating to the processing of personal data. For the avoidance of doubt, Data Protection Legislation shall include, where applicable, the EU General Data Protection Regulation 2016/679 (the "GDPR"), the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC) and their national implementing legislations in the Host Country (if applicable), the Swiss Federal Data Protection Act and its ordinance, in each case as amended and replaced from time to time.
Exclusivity Period	the period as from two (2) weeks prior to the first match of the Tournament in the Host City until one (1) day following the last match of the Tournament in the Host City.

Fan Zone	an area accessible free of charge to the general public which is set up and managed by the Host City Authority, at which matches of the Tournament may be transmitted on giant screens and where the Commercial Partners may organise a variety of activities, entertainment and displays related to the Tournament according to UEFA's instructions and guidelines. Each Fan Zone will consist of a public viewing area and a football village, which may be in a single or separate locations.
Force Majeure	any event beyond the reasonable control of the affected Party including, but not limited (to the extent it is beyond the affected Party's reasonable control) to acts of God, acts of civil or military authority, national emergencies, pandemics, epidemics, fires, floods, catastrophes, wars, insurrections and riots.
Government	the highest governmental body in the Host Country and all other regional, state and/or local governmental bodies in the Host Country, and their relevant departments and agencies at all levels.
Guarantee(s)	written guarantees requested by UEFA, as part of the Bid Requirements and the Bid Procedure, and provided by the Host Association, obtained from the competent Authorities in relation to the preparation, staging, organising and dismantling of the Tournament, all based on the templates provided by UEFA.
Host Association	the UEFA member association, indicated on the title page of this Agreement, appointed by UEFA to stage and organise the Tournament.
Host City	the host city indicated on the title page of this Agreement, which has been identified by the Host Association as an official host city for the Tournament.
Host City Authority	the governing body of the Host City identified on the title page of this Agreement, which has the power to undertake binding obligations on behalf of such Host City.
Host City Concept	the concept and strategy for the preparation, organisation, staging and dismantling in the Host City and the performance by the Host City Authority of its obligations under this Agreement as referred to in Clause 4.18.
Host City Mobility Concept	the strategy and document in respect of mobility developed by the Host Association and the Host City Authority as referred to in Clause 4.25 and the Tournament Requirements.
Host City Requirements	the minimum requirements which the Host City Authority shall deliver or procure to be delivered in order to prepare, organise, stage and dismantle the Tournament in the Host City comprising: (i) the extracts from the Tournament Requirements attached at Appendix A of this Agreement (as amended by the Tournament Requirements Deviations Schedule); and (ii) any other requirements set out in the Tournament Requirements that are applicable to the Host City Authority.
Host City Sustainability Concept	the strategy and document in which the Host City Authority details how it will meet the sustainability requirements of Clause 3.8 at a local level in connection with the preparation, organisation, staging and dismantling of the Tournament in the Host City.
Host City Territory	the entire territory administratively within the jurisdiction of the Host City Authority.

Host Country	the country of the Host Association which may be appointed by UEFA to host and organise the Tournament.
Hosting Manual	<p>a dedicated manual and guidelines setting out guidance and operational roles and responsibilities of the Host Association and the Host City Authority in connection with the preparation, organisation, staging and dismantling of the Tournament. The Hosting Manual shall be based on the obligations outlined in the Bid Requirements, Bid Dossier Response, Staging Agreement and Host City Agreement and serve as a guidance document for the implementation of certain Tournament deliverables. The Hosting Manual includes the Project Plan, as well as any guidance necessary for the scoping and delivery of the Host City Concept by the Host City Authority (including Host City Mobility Concept guidance, UEFA Festival guidelines and Trophy Tour guidelines).</p> <p>The Hosting Manual will be developed between UEFA and the Host Association and will be issued by UEFA in writing to the Host City Authority (and may be updated from time to time during the Term by UEFA providing written notice of any such update to the Host City Authority).</p>
Host Site	any city, where an Official Site is located, which is not the Host City.
Integrated Safety, Security and Medical Concept	the strategy and document developed by the Host Association and referred to in Clause 7 and the Tournament Requirements.
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.
Medical and Anti-Doping Regulations	the UEFA Medical Regulations (Edition 2020) and UEFA Anti-Doping Regulations (Edition 2021) as amended, supplemented or replaced from time to time during the Term.
Official Site	the Stadiums, training grounds of the Participating Associations, the team transfer training grounds, the official hotels of the Tournament as selected by UEFA, the International Broadcast Centre, UEFA Festival sites (including the Fan Zones and the Trophy Tour sites), the fan meeting point(s) and/or the sites or venues of the Tournament in the Host Cities/Host Sites and the Host Country.
Participating Association(s)	the UEFA member association(s) participating in the Tournament.
Project Plan	the requirements notified by UEFA to the Host City Authority with respect to the timelines and project delivery dates in respect of the various areas of responsibility of the Host City Authority for the preparation, organisation, staging and dismantling of the Tournament, including as part of the Hosting Manual.
Safety and Security Regulations	the UEFA Stadium Infrastructure Regulations (Edition 2018) and the UEFA Safety and Security Regulations (Edition 2019), as amended, supplemented or replaced from time to time during the Term.

Service Failure	means any failure or delay by the Host City Authority to perform any obligation in accordance with the terms of this Agreement, including any failure to complete in full any of the milestones in this Agreement, the Bid Requirements, the Bid Dossier Response and/or the Project Plan by the applicable date.
Site Visit(s)	the official UEFA site visit(s) at the Stadiums or any other Official Site.
Stadium(s)	the premises, land, infrastructure and facilities of the stadium where matches of UEFA EURO will be played and/or Additional Events will be staged in the Host City Territory, which comprises: (i) the entire building of the stadium as usually exploited; (ii) all premises, land, infrastructure and facilities within the Stadium Outer Security Perimeter (as defined in each Stadium Agreement); (iii) all premises, land, infrastructure and facilities in and around the vicinity of the stadium building which the Host Association and/or Stadium Owner will be make available in order to meet the UEFA Requirements or which UEFA, the Host Association and the Stadium Owner may agree will form part of the Stadium; (iv) any third party premises, land, infrastructure and facilities procured by the Host Association or the Stadium Owner to form part of the Stadium; (v) all equipment within the Stadium, and (vi) all utilities in connection with each of the foregoing, including power, water, gas, heating, cooling, telecommunications and sanitary and waste management services.
Stadium Commercial Perimeter	an area outside the Stadium extending in each direction which will be defined by UEFA on a case by case basis by providing written notice to the Host Association depending on the specificities of the Stadium environment. For the avoidance of doubt, the stadium commercial perimeter includes all airspace above and any waterways around the Stadium.
Staging Agreement	means the Staging Agreement under which UEFA appoints the Host Association to prepare, organise, stage and dismantle the Tournament on the basis of the template provided as part of the Bid Procedure.
Term	shall have the meaning set out in Clause 2.4.
Tournament	the final tournament of the UEFA European Football Championship 2030-32, including all matches played as part of such tournament and all Additional Events.
Tournament Governance Concept	the concept and strategy for Site Visits, stakeholder meetings and reporting in connection with the Tournament developed by UEFA and the Host Association and notified to the Host City Authority in writing.
Tournament Requirements	the document entitled the Tournament Requirements, provided by UEFA to the Host Association during the Bid Procedure setting out the requirements that the Host Association must satisfy to host the Tournament as amended from time to time by: (i) any amendments to the Tournament Requirements notified to the Host City Authority in writing by UEFA during the Term; and/or (ii) any amendments in the Tournament Requirements Deviations Schedule.
Tournament Requirements Deviations Schedule	the latest version of the deviations schedule to the Tournament Requirements which is signed by each of UEFA and the Host Association.

Trophy Tour	a large promotional tour organised in the Host Country, during which the Tournament trophy is displayed to the fans, together with any additional entertainment and promotional activities in connection with the Tournament.
UEFA	the Union des Associations Européennes de Football, whose registered office is at Route de Genève 46, 1260 Nyon, Switzerland, which includes UEFA Tournaments SA and may include any existing (or to be created) legal entity in which UEFA is a majority or sole shareholder.
UEFA EURO Guarantee Implementation Guidelines	the document titled “UEFA EURO Guarantee Implementation Guidelines” and provided as part of the Bid Procedure.
UEFA Festival	all on-site activities organised by the Host City Authority to promote the Tournament and engage fans before and during the Tournament in accordance with the terms of this Agreement. The UEFA Festival includes the Trophy Tour, any pre-Tournament promotional events, the Fan Zones, as well as any events intended to increase the Tournament promotional footprint (such as the Tournament spectacular, fan meeting points or any other fan-driven events).
UEFA IPR	any and all Intellectual Property relating to UEFA and/or the Tournament, including the official logos, posters and mascots (if and when relevant) for the Tournament and other representations thereof, together with all identifying promotional footage, animations, sounds and music (if any) used with UEFA's authority in connection with the Tournament.
UEFA Requirements	the requirements set forth by UEFA with respect to the Tournament, as described more fully in Clause 3.1 of this Agreement.
UEFA's Human Rights and Environmental Commitments	UEFA's Human Rights Commitment” and “UEFA's Environment Commitment” are the publicly disclosed documents approved by UEFA Executive Committee which state the references it uses as a basis for the definition of its related policies, their scope of implementation and respective objectives to achieve. These commitments support the establishment of UEFA's Sustainability strategy 2030, aligned with UEFA 2019-2024 strategy “Together for the Future of Football”.

1.2. In this Agreement:

- a. words importing the singular include the plural and vice versa;
- b. headings are for convenience only and do not affect the interpretation of this Agreement;
- c. 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;
- d. 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
- e. any reference to “days” means calendar days unless specified to be Business Days.

- 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.
- 1.5. The Appendices and the Host City Requirements form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

2. Appointment and Term

- 2.1. The Host City Authority acknowledges and agrees that by duly signing this Agreement and returning it to UEFA, the Host City Authority makes an unconditional and irrevocable offer, as part of the Bid Procedure, to UEFA and the Host Association to host the Tournament in the Host City in accordance with the UEFA Requirements and the terms and conditions of this Agreement.
- 2.2. The Host City Authority's unconditional and irrevocable offer shall be formally accepted by UEFA, and this Agreement shall come into full force and effect, 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. execution prior to the conclusion of the Bid Procedure of the Staging Agreement, the Airport Agreement(s), the Host City Agreement(s) and the Stadium Agreement(s) by the Host Association, the Airport Authority(ies), Host City Authority(ies) and Stadium Owner(s) respectively;
 - c. the decision of the UEFA Executive Committee to appoint the Host Association as the entity selected by UEFA to stage the Tournament followed by the official announcement thereof; and
 - d. finally once UEFA countersigns and returns this Agreement to the Host City Authority.
- 2.3. The Parties acknowledge and agree that no rights are granted to or obligations conferred upon the Host City Authority unless and until UEFA has officially appointed the Host Association to stage the Tournament in the Host Country, in accordance with the process described in Clause 2.2.
- 2.4. This Agreement shall take effect from the date of countersignature by UEFA (and fulfilment of all of the requirements of Clause 2.2) and shall continue until one hundred and eighty (180) days after the last match of the Tournament unless terminated earlier in accordance with the provisions of Clause 8 of this Agreement (the "Term").

3. UEFA Requirements

- 3.1. The Host City Authority agrees to be responsible for assuming and delivering all the obligations of the Host City Authority set out in this Agreement (including procuring that each relevant Authority performs such obligation where under their competency) and shall prepare, stage, organise and dismantle the Tournament in the Host City in accordance with:
 - a. the terms and conditions of this Agreement;

- b. the terms and conditions of the Host City Requirements;
- c. any parts of the Bid Dossier Template and/or Bid Dossier Response that are applicable to the Host City Authority;
- d. the Guarantees and Confirmation Letters provided by the Host City Authority (or which relate to the Host City Authority's obligations under this Agreement) which shall be implemented in accordance with the UEFA EURO Guarantee Implementation Guidelines;
- e. any representations, warranties, assurances and other promises made in writing by the Host City Authority during the Bid Procedure;
- f. the terms and conditions of the Hosting Manual;
- g. the latest versions approved in writing by UEFA of the Tournament Governance Concept and the Host City Concept, including the Host City Sustainability Concept, the national level mobility concept prepared by the Host Association, the Host City Mobility Concept and the Integrated Safety, Security and Medical Concept;
- h. any UEFA specific, competition-related regulations insofar as such regulations apply to the Host City Authority or any activities related to hosting the Tournament within the Host City. Such regulations shall include the Safety and Security Regulations and Medical and Anti-Doping Regulations;
- i. all Applicable Laws; and
- j. such other reasonable guidelines, directions, requirements, instructions and requests as notified by UEFA to the Host City Authority in writing from time to time during the Term,

which shall be all jointly referred to as the “UEFA Requirements”.

- 3.2. Notwithstanding any other provision of this Agreement, in the event of conflict between any of the UEFA Requirements, the following order of priority shall prevail:
- a. this Agreement (excluding Appendix A);
 - b. the Tournament Requirements Deviations Schedule;
 - c. the Tournament Requirements (including the Host City Requirements);
 - d. the Bid Dossier Template; and
 - e. the Bid Dossier Response.

In the event of any other conflict between any of the UEFA Requirements, the Host City Authority shall immediately notify UEFA and UEFA shall liaise with the Host City Authority to determine which of the conflicting UEFA Requirements shall prevail. In the event the Parties do not reach amicable agreement, UEFA's reasonable decision shall prevail.

- 3.3. The Parties acknowledge and agree that the UEFA Requirements, including the Tournament Requirements, may be amended by UEFA from time to time by UEFA providing written notice to the Host Association and/or Host City Authority. In the event that any change to the UEFA Requirements has a material impact on any of the Host City Authority's rights or obligations under this Agreement, the Host City Authority agrees to continue to comply with such amended UEFA Requirements and the Host City Authority may notify UEFA in writing and

following receipt by UEFA of such notification, the Parties shall promptly meet to discuss, acting reasonably and in good faith, a solution.

- 3.4. The Host City Authority acknowledges, agrees and represents that all requirements and conditions relating to the Host City as set out in the Bid Dossier Response shall be binding on the Host City Authority and may be relied upon by UEFA as if they were set out in this Agreement.
- 3.5. The Host City Authority shall be solely responsible for ensuring that any obligations set forth in the Host City Requirements will be properly implemented at no additional cost to UEFA and/or the Host Association.
- 3.6. UEFA shall retain control of the format for the Tournament and the Host City Authority shall respect UEFA's final decision regarding the dates, times and venues for all matches of the Tournament, which may be modified by UEFA at any time.

Sustainability

- 3.7. In performing its obligations under this Agreement and in connection with the Tournament, the Host City Authority shall give due regard to the principles stated in UEFA's Human Rights and Environmental Commitments, which outline responsibilities and objectives of the Tournament in these two key areas, as well as support and align with the principles set out in the UEFA Football Sustainability Strategy 2030 and shall:
 - a. contribute to and advocate for the UN Sustainable Development Goals;
 - b. work towards the overarching goals of the UN Sports for Climate Action Framework;
 - c. acknowledge and respect the rights and freedoms laid out in the Universal Declaration of Human Rights; and
 - d. address responsibilities under the UN Guiding Principles on Business and Human Rights to prevent, address and remedy human rights abuses.

The Host City Authority shall procure that all of its contracting parties in connection with the Tournament give due regard to the principles set out in this Clause and comply in full with this Clause in connection with the Tournament.

- 3.8. The Host City Authority shall develop a Host City Sustainability Concept in accordance with the timeframes notified in writing by UEFA.
- 3.9. Upon receipt of each draft of the Host City Sustainability Concept (or update to a draft of the Host City Sustainability Concept), UEFA shall have the right to approve or reject such draft (or update to a draft) in its absolute discretion or require that amendments are made to any such draft (or update to a draft). The Host City Authority shall promptly update each such draft (or update) to include the amendments requested by UEFA and shall resubmit the draft (or update to a draft) to UEFA for review. This process shall be repeated until UEFA provides its written approval of the Host City Sustainability Concept. For the avoidance of doubt, the Host City Sustainability Concept shall not be considered final if and until UEFA provides its written approval to the final version.

4. Obligations of the Host City Authority

- 4.1. The Host City Authority shall have the following responsibilities regarding the preparation, staging, organisation and dismantling of the Tournament:

- a. ensuring that the UEFA Requirements for the preparation, staging, organising and dismantling of the Tournament in the Host City are met;
- b. being the event organiser of the UEFA Festival (including the Fan Zones and Trophy Tour) and any other Additional Events staged by the Host City Authority in the Host City (and assuming all the obligations imposed to the event organiser of such Additional Events by Applicable Laws);
- c. developing and implementing the Host City Concept, including the Host City Sustainability Concept, Host City Mobility Concept and any relevant parts of the Integrated Safety, Security and Medical Concept;
- d. ensuring stable and uninterrupted support to UEFA and the Host Association in relation to the preparation, organisation, staging, promotion and dismantling of the Tournament, and fully complying without conditions or specific costs with the Host City Requirements as well as any Guarantees and Confirmation Letters;
- e. creating an appropriate structure within its own organisation to provide full cooperation and assistance to UEFA and the Host Association, issuing to UEFA and the Host Association in a quick and efficient manner all Consents as may be required in connection to the Tournament, and taking all necessary steps to secure the full support and cooperation of all other relevant Authorities;
- f. taking any necessary measures to guarantee the safety of all people attending Tournament-related events in the Host City Territory, in compliance with all Applicable Laws and good practices, including but not limited to any medical services and security measures agreed in cooperation with the national Authorities and the Host Association;
- g. providing and making available all public services in the Host City Territory in connection with the preparation, organisation, staging and dismantling of the Tournament, for example fire services, healthcare, paramedics and policing;
- h. proposing and coordinating a Host City Mobility Concept in cooperation with UEFA and the Host Association, integrating all transport providers as well as defining all the required traffic management policies in close coordination with the local and national Authorities, UEFA and the Host Association, ensuring a high-quality public transport system linking the Stadium to the Host City's city centre, railway stations, airport(s), other transport hubs as well as the main hotels and accommodation areas; and
- i. proposing a promotion and communication plan to generate awareness and engage local communities and visitors in coordination with UEFA's and Host Association's promotional strategies.

Representations and Warranties of the Host City Authority

- 4.2. The Host City Authority warrants and undertakes to UEFA and the Host Association that:
- a. it has read, understood and agreed to fully and unconditionally comply with the Host City Requirements in the performance of this Agreement;
 - b. it has the capacity, power and authority to enter into this Agreement and fulfil its obligations contained therein;
 - c. if so required under any Applicable Laws, the execution, delivery and performance of this Agreement by the Host City Authority has been duly and validly authorised by any and all required competent Authorities or bodies;

- d. this Agreement constitutes valid and legally binding obligations of the Host City Authority, enforceable against the Host City Authority in accordance with the terms of this Agreement;
- e. all information provided and representations made by the Host City Authority to UEFA and the Host Association in connection with the Tournament, including during the Bid Procedure (including in the Bid Dossier Response) are accurate, binding on the Host City Authority and may be relied upon by UEFA and the Host Association, unless any such information or representation is contradictory to the terms of this Agreement;
- f. it will comply with any and all UEFA Requirements at all times;
- g. it has not withheld and will not knowingly withhold from UEFA and/or the Host Association any information relating to the staging and organisation of the Tournament;
- h. it will ensure that none of its representatives, employees, subcontractors or agents perform any act or omission which causes or is likely to cause disruption, cancellation or interference with the Tournament;
- i. the Host City Authority has not and will not engage in any activity which could or does result in UEFA, European football, any Commercial Partner and/or the Tournament being brought into disrepute during the Term or which could otherwise compromise or negatively impact upon the reputation, goodwill and/or image of UEFA, European football, any Commercial Partner and/or the Tournament during the Term;
- j. the Host City Authority has not (as at 30 March 2023) and will not engage in any activity or enter into any contract or arrangement which could or does compete or conflict or which creates a conflict of interest with the requirements of UEFA and/or the Tournament or which does or could have a negative financial impact on UEFA's commercial exploitation of the Tournament (and without prejudice to the foregoing, will immediately notify UEFA in writing upon becoming aware of any such activity, contract or arrangement);
- k. in undertaking its obligations under this Agreement, it will comply with all Applicable Laws, including international, national and local laws or regulations, and be liable and bear all costs arising as a result of non-compliance with the same; and
- l. it shall not knowingly by any act or omission place the Host Association in breach of its obligations to UEFA under or in connection with this Agreement and/or the staging of the Tournament.

4.3. The Host City Authority warrants and represents that, as at the commencement date of this Agreement and throughout the Term (and shall notify UEFA in writing within three (3) Business Days of becoming aware if the position changes), there are no sanctions, regulations or other Applicable Law that relate to the Host City Authority that may prevent:

- a. the Parties from entering into this Agreement; and/or
- b. the Host City Authority's performance of any of its obligations arising out of or in connection with this Agreement; and/or

to the best of its knowledge, entering into this Agreement and performance thereunder shall confer no benefit on a person or entity subject to sanctions or other equivalent or similar regulations or Applicable Law.

- 4.4. Without prejudice to any other of UEFA's rights and/or remedies, the Parties agree that if it appears to UEFA at any time that the Host City Authority is not fully in compliance with Clause 4.3, UEFA may further investigate such issue in good faith and, if it determines (in its sole discretion) that this Agreement cannot continue in force without breaching any relevant sanction, regulation or other Applicable Law, UEFA shall have the right to terminate this Agreement immediately on written notice to the Host City Authority.

General Support

- 4.5. The Host City Authority shall classify the preparation and staging of the Tournament as a matter of public interest within the Host City.
- 4.6. The Host City Authority shall (or shall procure that the relevant Authorities shall) enact, implement and comply with all relevant Guarantees and Confirmation Letters as required in connection with the staging and organisation of the Tournament in the Host City and the performance of its obligations under this Agreement, in each case in accordance with the Host City Requirements and the UEFA EURO Guarantee Implementation Guidelines.
- 4.7. The Host City Authority shall be required to pay for, obtain and maintain all Consents, including:
- a. the event permit(s) for all UEFA Festival events (including the Fan Zones and Trophy Tour) and any other Additional Event to be staged by the Host City Authority; and
 - b. any consent necessary for the use of all music at the UEFA Festival events (including the Fan Zones and Trophy Tour) and any other Additional Event to be staged by the Host City Authority from the relevant national collecting society, and the Host City Authority shall notify and assist UEFA in respect of any additional procedural or operational formalities required in this respect. The Host City Authority shall ensure that UEFA is a beneficiary of such licences.
- 4.8. The Host City Authority shall obtain and issue to the Host Association and/or UEFA at its own cost, in a quick and efficient manner, any and all Consents in an expedited fashion, including any Consents necessary to enable the use of the UEFA Festival sites and other Official Sites in the Host City Territory exclusively for the purposes of the Tournament in accordance with the terms of this Agreement, and shall ensure that:
- a. it undertakes and completes any application process necessary to obtain any such Consents;
 - b. the Host City Authority and/or Host Association is named as the holder of such Consent, client or other entity responsible for obtaining and maintaining such Consents on any necessary application documentation and on the Consent itself;
 - c. all requirements set by any Applicable Laws in respect of any such Consents are met;
 - d. it complies with all obligations and responsibilities in connection with such Consent (including as required as the client or named holder of the Consent); and
 - e. such Consents are maintained in force for the duration of the Tournament (and any other necessary period during the Term as determined by UEFA).

The Host City Authority shall proactively support the Host Association and/or UEFA in obtaining any other permits, licenses, consents and permissions necessary for the preparation, staging, organisation and dismantling of the Tournament.

- 4.9. The Host City Authority shall conclude all necessary agreements and take all necessary steps to secure the full support and cooperation of any relevant Authorities located in the Host City whose involvement is necessary for the Host City Authority to comply with its obligations under this Agreement.
- 4.10. Where delivery of any of the requirements set out in this Agreement require involvement, cooperation, decision or action by any Authority, then the Host City Authority shall be responsible for ensuring that any such involvement, cooperation, decision or action is secured and in place as required under the Host City Requirements and/or this Agreement.
- 4.11. The Host City Authority shall ensure that any and all of its contractual partners, including any subcontractors, appointed in connection with the performance of its obligations under this Agreement and/or the staging of the Tournament comply with all of the obligations set out in this Agreement (including in respect of UEFA IPR and the Clean Site Principle).
- 4.12. The Host City Authority shall provide for use in relation with the Tournament, all required and necessary public land, public facilities and public infrastructure as well as appropriate permission and licences within the Host City to comprise and/or complement 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 the Tournament in accordance with the Host City Requirements, which shall include (on a free of charge basis) the provision of all basic services (including but not limited to electricity, water, waste management and cleaning).
- 4.13. The Host City Authority shall support and safeguard the legitimate interests of UEFA, the Tournament, the Commercial Partners and the Host Association in any dealings with any third parties at all times. Without prejudice to the foregoing, the Host City Authority shall not from the 30 March 2023 enter into any contract with any third party, and shall take all steps necessary to ensure that it is not party to any existing contract with a third party, whose interests in any matter conflict, or are reasonably likely to conflict, with the UEFA Requirements or requirements or interests of UEFA, the Tournament, the Commercial Partners and/or the Host Association or which interfere with the performance of its obligations under this Agreement. The Host City Authority shall immediately inform UEFA in case such situation occurs or is likely to occur.

Data protection

- 4.14. Within thirty (30) days of receipt of a written request from UEFA or as earlier as required by Data Protection Legislation, the Host City Authority undertakes to enter into a data processing agreement and/or data transfer agreement with UEFA and/or the Host Association relating to the processing and transfer (as applicable) of personal data in connection with this Agreement.

Project team and Tournament Governance Concept

- 4.15. The Host City Authority shall provide all necessary personnel and resources to perform its obligations under this Agreement and shall appoint a project leader by no later than thirty - six (36) months before the start of the Tournament to act as the unique and sole contact point for matters of the Tournament concerning the Host City and to report to UEFA and the Host Association concerning the implementation of the terms of this Agreement. The project leader shall have all necessary powers to liaise with representatives of the relevant national and regional Authorities in connection with the Tournament and shall create and coordinate a Host City project team to coordinate all matters between UEFA, the Host Association, the Authorities, and such other relevant third parties in connection with the preparation,

organisation and staging of the Tournament in the Host City in accordance with the Host City Requirements.

- 4.16. The Host City Authority shall be responsible for complying with all social security, labour laws, insurance, taxation and similar obligations in relation to its own personnel involved in the Tournament project.
- 4.17. The Host City Authority shall comply with the Tournament Governance Concept in the performance of its obligations under this Agreement, including making available personnel, attending such meetings and providing such reports as required by and in accordance with the Tournament Governance Concept.

Host City Concept

- 4.18. The Host City Authority shall create and develop a Host City Concept for the hosting of the Tournament in the Host City in accordance with the UEFA Requirements and the terms and conditions of this Agreement. The Host City Concept shall be comprised of 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 for the Tournament based on the Host City Requirements and shall include details of the following:
- a. a Host City administration concept including staffing resources, organisational charts, and framework of cooperation with local stakeholders in line with the Tournament Governance Concept and Project Plan;
 - b. a Host City Mobility Concept including three levels: the Last Kilometre level (i.e. the way spectators and other target groups can safely access Stadium and depart post-match), the Host City level, which covers connections between main venues and transport hubs, and integration with the international and national level, which covers operations of main entry points (airports and railway stations);
 - c. safety and security services (local plan), which must be in line with the Integrated Safety, Security and Medical Concept developed by the Host Association;
 - d. a promotion and city experience concept addressing the engagement of the fans and local communities with the Tournament including the delivery of certain Additional Events (including UEFA Festival events), the Host City volunteers programme, and grassroots and community programmes, and showcasing the sustainability and legacy Tournament activities;
 - e. business matters including local business ecosystem inclusion programmes and engagement with UEFA Commercial Partners;
 - f. legacy including the detail of the overarching legacy strategy at local level, focus areas, stakeholders involved, and the phases of the programme's planning and delivery;
 - g. the Host City Sustainability Concept;
 - h. any other operational aspects related to the performance of the Host City Authority's obligations under this Agreement;
 - i. any necessary Consent application and issuance requirements; and
 - j. any land, venues, facilities or other areas required to host and organise the Tournament within the Host City which are under the jurisdiction of another Authority. For the

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

- 4.19. The Host City Authority shall develop the Host City Concept in accordance with the timeframes notified in writing by UEFA, including as part of the Project Plan. The Host City Authority acknowledges and agrees that the Host City Concept will require constant developing throughout the Term. As such, the Host City Authority agrees that multiple drafts are to be delivered by the Host City to UEFA and the Host Association at fixed dates during the project and in line with the Project Plan established as part of the Hosting Manual and such other timeframes as UEFA may notify.
- 4.20. Upon receipt of each draft of the Host City Concept (or update to a draft of the Host City Concept), UEFA shall have the right to approve or reject such draft (or update to a draft) in its absolute discretion or require that amendments are made to any such draft (or update to a draft). The Host City Authority shall promptly update each such draft (or update) to include the amendments requested by UEFA and shall resubmit the draft (or update to a draft) to UEFA for review. This process shall be repeated until UEFA provides its written approval of the Host City Concept. For the avoidance of doubt, the Host City Concept shall not be considered final if and until UEFA provides its written approval to the final version.

Hosting Manual

- 4.21. The Host City Authority acknowledges and agrees that it will perform all of its obligations set out in latest version of the Hosting Manual notified in writing to it by UEFA.

Stadium

- 4.22. The Host City Authority shall support and ensure close collaboration with UEFA and the Host Association in relation to the Tournament operations at the Stadium, including through regular meetings and discussions, participation in workshops, as well as the provision of maps, documents and other relevant material or information (as may be required).
- 4.23. The Host City Authority shall, in respect of Stadium operations, ensure proper integration and participation of all required public services under their control as well as facilitate the collaboration with other operators in case of delegated public services.
- 4.24. The Parties acknowledge and agree that an outer security perimeter shall be established around the Stadium, which is secured by a fence and situated sufficiently far from the Stadium building to accommodate the required facilities and allow spectators and emergency vehicles to circulate safely at all times. In the event the outer security perimeter is located outside of the premises of the Stadium, the Host City Authority shall support UEFA and the Host Association in implementing such outer security perimeter. In addition, the Host City Authority shall provide infrastructural support such as connection to grid power, water or sewage networks or the provision of public areas around the Stadium, including parking areas.

Mobility and transportation

- 4.25. The Host City Authority shall work with the Host Association to coordinate detailed planning, development and implementation of a Host City Mobility Concept together with all the relevant Authorities. The Host City Mobility Concept shall detail, in particular:
- a. the manner in which the Host Association and Host City Authority shall work with the Authorities to provide access of persons and goods for the Tournament 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. the existing transport infrastructure between the Host City and the main border crossing points or major transport hubs into the Host Country (including any Airport), and in particular, road network and public transport system offering reasonable travel time, sufficient capacity and frequency as well as sufficient 24-hour services, especially on the days of the Tournament, and during the nights after the Tournament;
- c. the existing and/or planned transportation facilities (including parking systems) to and from the main points of arrival in the Host City (in particular any Airport), 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 Host City's city centre, the relevant hotels and the Stadium as is required for event(s) of the scale of the Tournament and the conditions imposed by the relevant UEFA Requirements. If there is more than one Stadium in the Host City, the requirements of this mobility and transportation section shall reflect this specificity and detail the elements for each of the Stadium;
- d. the Authorities who will collaborate in the delivery of the mobility concept which shall include as a minimum the following Authorities: police, traffic management, public transportation, Airport(s), air traffic and airport Authorities, any other relevant national or local air and ground transportation Authorities (including but not limited to any train operators and public transport providers at national and city level);
- e. the following requirements to be met by the Host City Authority:
 - i. Airport operations;
 - ii. Access routes: from each Airport to the Host City key locations (including the fan meeting points) via public transport and road network;
 - iii. Access routes: from each Airport to the Stadium via organised coaches/buses;
 - iv. Access routes: from the Host City key locations (including the fan meeting points) to the Stadiums via public transport (which can transport 65% of the Stadium capacity – minus chartered supporters from both teams – in one hour) with particular focus on the last kilometre traffic perimeter at the Stadiums;
 - v. Traffic management policies on the days of the Tournament, including pedestrian directional signage for match day operations, 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;
 - vi. Supporting UEFA in securing appropriate pick-up and drop-off points at the Stadiums and the official hotels for the official guest transportation system of the Tournament as organised by UEFA;
 - vii. Sufficient, and up to standard, parking and drop-off facilities (including at least 60 coach parking places for each set of fans from an easy reach to Stadium);
 - viii. General congregation management and segregation plan in relation to organised groups of the Participating Teams’ supporters; and
 - ix. Ensuring swift and safe post-match departure solutions from the Stadium to each of the Airport(s) and key locations within the Host City. Consideration should be given to extending public transport solutions up to three hours after the final whistle.

- f. the various resources required to implement the latest version of the Host City Mobility Concept approved in writing by UEFA 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 Tournament.
- 4.26. The Host City Authority shall develop the Host City Mobility Concept in accordance with the timeframes notified in writing by UEFA and shall submit a first draft of the Host City Mobility Concept to UEFA for review by 31 May 2030 and shall ensure that a final version of the Host City Mobility Concept is approved in writing by UEFA by 31 March 2032.
 - 4.27. Upon receipt of each draft of the Host City Mobility Concept (or update to a draft of the Host City Mobility Concept), UEFA shall have the right to approve or reject such draft (or update to a draft) in its absolute discretion or require that amendments are made to any such draft (or update to a draft). The Host City Authority shall promptly update each such draft (or update to a draft) to include the amendments requested by UEFA and shall resubmit the draft (or update to a draft) to UEFA for review. This process shall be repeated until UEFA provides its written approval of the Host City Mobility Concept. For the avoidance of doubt, the Host City Mobility Concept shall not be considered final if and until UEFA provides its written approval to the final version.
 - 4.28. The Host City Authority shall organise special transportation and parking systems on the day of the Tournament 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's city centre, Tournament Stadiums, other areas/cities used for the Tournaments and the Airport(s)/main train station(s).
 - 4.29. The Host City Authority shall 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(s) of the Tournament.
 - 4.30. The Host City Authority shall identify the locations for adequate directional signage at the key areas in and around the Host City to guide all ticket holders to the Stadium. The Host City Authority shall at their own costs produce - based on artwork to be provided by UEFA and the Host Association - install and dismantle any Tournament-related traffic signage.
 - 4.31. The Parties shall notify each other of any unofficial transportation arrangements as soon as one of them is made aware of in the lead up to the Tournament.

Tournament Promotion and Spectator Experience

- 4.32. The Host City Authority shall promote the Tournament in the Host City in accordance with the promotion strategy developed for the Tournament, including as part of the Host City Concept, which shall include the following:
 - a. a Host City marketing and communications plan to engage the local community in line with UEFA's global and the Host Association's national marketing and communications strategies;
 - b. a spectator services programme ensuring spectators receive the highest level of service in the Host City by providing various services during the Tournament: support with signposting (including barrier-free signposting), information about the Host City (including tourist information), event information, translation and an integrated Tournament welcome-culture;

- c. all aspects of a Host City volunteering programme (including (as a minimum) the legal framework, staffing, budget, promotion, recruitment, training, volunteer centre, management, operations, and legacy of such programme), to support the spectator experience and event promotion across the Host City, in line with the guidance of the Hosting Manual. UEFA and the Host Association shall aim at supporting the Host City delivery, identifying synergies and opportunities for collaboration with the Host Association volunteer programme. As a minimum the scope of the Host City volunteer programme shall aim at covering the key areas related to the arrival and welcoming of the general public in parts of the Host City including the Host City's city centre, Fan Zone, airport(s), railway station(s) or other key transportation hubs as well as the key general public event/activation areas within the Host City. UEFA and the Host Association shall provide an estimate of total volunteers required to support the Host City operations in all areas identified above. The number of volunteers per Host City will be agreed between the Parties;
- d. a Host City cultural and heritage programme, in partnership with UEFA and the Host Association, to tap into the Host City cultural calendar, increase the UEFA Festival footprint, and reach new audiences before and during the Tournament;
- e. a grassroots and community programme, in partnership with UEFA and the Host Association, to maximise the reach of the Tournament;
- f. a UEFA Festival programme in the Host City to boost the engagement of local communities and visitors with the Tournament in the Host City, including the Fan Zones, Trophy Tour, as well as additional UEFA Festival sites as recommended by UEFA and the Host Association in the Hosting Manual (e.g. an iconic Host City landmark, activated in a unique way to celebrate the Tournament);
- g. a Host City dressing programme, covering the period commencing two (2) weeks prior to the opening match of the Tournament until two (2) days after the last match of the Tournament played in the Host City, which shall be developed by the Host City Authority, as follows:
 - i. The Host City will be responsible for providing (free of charge) relevant space and key locations for the installation of dressing materials. The Host City dressing programme should primarily focus on key areas in the Host City and around the Official Sites and should include:
 - All prominent streets and areas in the Host City Territory such as but not limited to main routes to and from the Stadium, and areas around the Fan Zone. The relevant route(s) will be jointly defined by UEFA and the Host City as part of the Host City Concept reviewing process;
 - The airport(s), railway station(s) and the branding of public transport vehicles and associated stops and stations;
 - The key locations and areas in the Host City (e.g. city hall, main squares, pedestrian areas); and
 - The main monuments, bridges, castles and other famous buildings or centres of major touristic interest in the Host City;
 - ii. The Host City Authority shall ensure that the dressing materials have increased visibility in the Host City in line with any official events of the Tournament;

- iii. The Host City Authority acknowledges and agrees that the dressing materials shall be designed by UEFA and will bear the logos of Commercial Partners. Costs related to the production of template artworks and adaptation of artworks prior to the production of the dressing materials will be covered by UEFA;
 - iv. UEFA shall decide, in its sole discretion, on the content to be displayed on such dressing materials; and
 - v. UEFA acknowledges that Applicable Laws may not permit branding or dressing to be applied to certain monuments and heritage sites. In such instance, the Host City Authority shall provide to UEFA and the Host Association the regulations in relations to such permits justifying why such monuments and heritage sites cannot be integrated in the proposed Host City dressing programme.
- 4.33. The Host City Authority acknowledges and agrees that in the event UEFA decides to host and organise in the Host City any of the key official Additional Events traditionally taking place during the preparations phase of the Tournament (such as the qualifying draw and the final draw), it will be required to also develop, at no extra cost to UEFA, a Host City dressing programme in relation to such key official Additional 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.
- 4.34. The Host City Authority shall provide UEFA and/or the Host Association with all necessary public space, public infrastructure and other support services as well as all necessary Consents to enable UEFA to implement the following non-exhaustive promotional activities in the Host City:
- a. pre-event activities in the Host City which may take the form of a Trophy Tour or other promotional tours or events related to the Tournament aimed at football fans and the general population of the Host City; and
 - b. pre-tournament events, such as the unveiling of the official Tournament and Host City logos (as applicable), qualifying and final draws, official mascot launch, play-off matches for remaining teams to qualify and other promotional events related to the local implementation of the Tournament promotion strategy listed in the Hosting Manual.

Host City support for such promotional events will be further detailed in the Hosting Manual.

- 4.35. In relation to the Trophy Tour, the Host City Authority shall provide the following:
- a. a central location, easy to access (ideally the same venue as for the Fan Zone(s));
 - b. provision of all necessary Consents, including for the infrastructures required for the promotional activities and various displays;
 - c. parking for the vehicles involved in the Trophy Tour;
 - d. toilets and sanitary services, power supplies, emergency services; and
 - e. local public relations support and general promotion.

The obligations of each Party regarding the Trophy Tour will be further detailed in the Hosting Manual.

- 4.36. At any such promotional events or activities, the Host City Authority shall guarantee exclusivity 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.
- 4.37. The Host City Authority shall support UEFA in relation to the production and use of images from the Host City for use in connection with the Tournament, including by:
- a. making available to UEFA all content that belongs to the Host City on a rights-cleared basis, without any additional cost for the use of this content by UEFA or UEFA Commercial Partners;
 - b. providing UEFA with all necessary assistance in respect of all necessary licences, authorisations, and permits required to be obtained from third parties in relation to the relevant filming; and
 - c. appoint one (1) dedicated contact person for Host City filming requests from UEFA broadcasters, to be communicated to UEFA twelve months prior to the Tournament. This contact shall be from the Authority usually in charge of delivering filming permits and licences within the Host City (if applicable).

Fan Zone

- 4.38. 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 Tournament match days as a Fan Zone in accordance with the requirements of the Hosting Manual. UEFA shall grant to the Host City Authority the right to use certain UEFA IPR 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 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. unless agreed by UEFA in writing, entry to each Fan Zone shall be free of charge and Fan Zones shall not be ticketed (except for safety and security reasons);
 - c. 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 the football matches that are part of the Tournament (including any footage derived therefrom);
 - d. 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 the Tournament at the Fan Zone, and to exploit commercial sales opportunities at the Fan Zone in accordance with the Host City Requirements;
 - e. 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 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);
- f. the Host City Authority shall, at its cost, procure all relevant Consents 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 carried on by such Commercial Partners at the Fan Zone;
 - g. the Host City Authority shall comply with any guidelines contained in documents provided by UEFA in relation to the commercial programme for the Tournament as well as any and all instructions and guidelines of UEFA regarding the use of any UEFA IPR granted by UEFA to the Host City Authority in connection with any Fan Zone or on any materials promoting any Fan Zone;
 - h. the Host City Authority shall apply the Clean Site Principle to the Fan Zone in accordance with the Host City Requirements and UEFA's commercial programme for the Tournament;
 - i. 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;
 - j. the Host City Authority shall obtain and maintain all necessary insurance for the Fan Zone in accordance with the requirements of this Agreement; and
 - k. the Host City Authority shall bear any and all costs in relation to the setting up, operations and dismantling of the Fan Zone.

Project Plan and Service Failures

- 4.39. The Host City Authority shall perform all of its obligations under this Agreement in accordance with the Project Plan.
- 4.40. The Host City Authority shall procure that any Service Failures and other degradations in the performance of its obligations under this Agreement shall be kept to an absolute minimum.
- 4.41. Notwithstanding any other provision in the Agreement, the Host City Authority shall take all such additional steps and apply all such additional resources in order to remedy any Service Failure as soon as reasonably practicable, and in any event, to minimise the impact of such Service Failure on the business of UEFA, the Host Association and the preparation, organisation, staging and dismantling of the Tournament.
- 4.42. Without prejudice to the foregoing, the Host City Authority shall notify UEFA and the Host Association promptly (and in any event within three (3) Business Days) and in writing (a "Service Failure Notice") of:
 - a. the occurrence of (and, to the extent the Host City Authority is reasonably able, prior to the occurrence of) each Service Failure;

- b. any other delays, problems or degradations (or anticipated delays, problems or degradations) from time to time in the performance of any of the Host City Authority's obligations under this Agreement; and
 - c. any circumstances from time to time (actual or potential) which may prevent or hinder the Host City Authority from performing its obligations under this Agreement (or any of them).
- 4.43. Following a Service Failure Notice, or following receipt of a written notice from UEFA or the Host Association identifying a Service Failure, as soon as reasonably practicable, the Host City Authority shall:
- a. upon request of UEFA or the Host Association, ensure that senior decision-makers of the Host City Authority promptly meet with UEFA and the Host Association to discuss how to remedy any Service Failure as soon as reasonably practicable, and in any event, to minimise the impact of such Service Failure on the business of UEFA, the Host Association and the preparation, organisation, staging and dismantling of the Tournament;
 - b. in the case of any actual Service Failure, other delay, problem or degradation, provide UEFA and the Host Association with a detailed analysis of the cause and recommendations as to how it can be remedied and not repeated; and
 - c. in the case of any anticipated Service Failures, other delays, problems or degradations, provide UEFA and the Host Association with recommendations as to how it can be avoided and, if this is not possible, remedied and not repeated.
- 4.44. The Parties shall discuss these recommendations and the Host City Authority shall then take such action (including the use of additional resources, where required) as is necessary to avoid, remedy and otherwise minimise the impact of the actual or anticipated Service Failures, other delays, problems, degradations or circumstances (as the case may be) in accordance with good industry practice. Such additional costs incurred by the Host City Authority shall be at no additional cost to UEFA or the Host Association.
- 5. Commercial Rights and Intellectual Property**
- 5.1. The Host City Authority acknowledges and agrees that UEFA owns and controls all Commercial Rights and the Host City Authority shall protect all rights and interests of UEFA, the Host Association and the Commercial Partners based on the principle of exclusivity.
- 5.2. The Host City Authority shall not (and shall not permit any third party to) exploit any Commercial Rights or conduct any commercial programme in connection with the Tournament other than as expressly stated in this Agreement or with the prior written consent of UEFA. The Host City Authority shall not use any terms referring to the Tournament (even if not registered or registrable) or allow any third parties including their commercial partners to do it. 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.
- 5.3. The Host City Authority acknowledges that it is not authorised to appoint any local partners in relation to the Tournament.

Advertising Space

- 5.4. 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 during the Exclusivity Period within the Host City in the following areas:
- a. in the Stadium Commercial Perimeter;
 - b. at the main central railway station(s) of the Host City Territory and at the main public transportation stations serving the Stadium;
 - c. main access route(s) to the Stadium; and
 - d. main routes connecting the Airport(s) and the Host City's city centre.

- 5.5. The Host City Authority shall prepare and submit to UEFA and the Host Association its proposed advertising inventory and space by no later than eighteen (18) months before the Tournament, which shall include a meaningful and reasonable percentage of this inventory offered free of charge to UEFA for its own use in connection with the Tournament.

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 on an exclusive basis and in accordance with the following procedure:

- a. The Host City Authority shall present UEFA with an accurate inventory of the advertising spaces available in the Host City for sale or rent to Commercial Partners (accompanied by all the relevant conditions such as prices, any restrictions, etc.) no later than twenty (24) months before the first match of the Tournament.
- b. UEFA Commercial Partners shall benefit from a period of one hundred and twenty (120) days of exclusive negotiation for the purchase or hiring of such advertising spaces, commencing from the notification of any such purchase or hire opportunity to the Commercial Partners.
- c. Upon the expiry of this one hundred and twenty (120) day period, the rules of the first option that remain applicable shall continue to be enforced and the Host City Authority undertakes not to sell or rent the advertising spaces that remain unused to third parties who sell or provide categories of goods or services in any of the Commercial Partner product categories, or which in UEFA's opinion otherwise compete with products or services provided by a Commercial Partner without the prior written consent of UEFA.

In any case, any offer to a non-competing third-party following the expiry of the first option shall be on no better terms than the offer made to the Commercial Partners.

- 5.6. Once the first option procedure described above has elapsed, Commercial Partners shall still have the opportunity to acquire these advertising spaces although this allocation will then be conducted in accordance with the order of receipt of offers from any and all parties. For this purpose, the Host City Authority shall provide a list of companies that manage the relevant advertising inventory or spaces in the Airports, railway stations, public transports, main access routes and Host City' city centre and the company contact information.
- 5.7. In respect of the inventory within the Stadium Commercial Perimeter which has not been acquired by UEFA's Commercial Partners as at six (6) months prior to the Tournament or otherwise due to the expiry of the first option above, the Host City Authority shall 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 be sold to any competitor of any of the Commercial Partners.

Clean Site Principle

- 5.8. The Host City Authority shall ensure that the Fan Zone, other UEFA Festival sites and any other Official Sites (in relation to any land, structures, buildings or other infrastructure which are owned and/or controlled by the Host City Authority) are completely free and clear of any third party advertising and/or branding and comply with the Clean Site Principle. UEFA will provide the Host City Authority with appropriate guidance in relation to the enforcement of the Clean Site Principle. When only part of a site is subject to the Clean Site Principle, the implementation of the Clean Site Principle shall be under the conditions notified by UEFA at its reasonable discretion.

Stadium Commercial Perimeter

- 5.9. The Parties shall agree on a Stadium Commercial Perimeter, within which the Host City Authority shall, subject to Applicable Laws, restrict commercial and/or promotional activities in order to prevent Ambush Marketing activities being conducted in the immediate surroundings of the Stadium.
- 5.10. 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):
- a. pre-reserve all existing – or to be created – advertising space, as per Clauses 5.4 to 5.6 above;
 - b. not perform or authorise third - parties to perform street vending and/or any other commercial or promotional activities (for example, commercial advertising, street selling, leafleting, product distributions, setting up of temporary advertising structures or signs, and political and/or religious demonstrations), including Ambush Marketing;
 - c. reject any applications for temporary licences for street vending and/or similar commercial or promotional activities (including, for example, leafleting and product distributions);
 - d. not authorise and/or reject any applications for public viewing events; and
 - e. ensure that the Commercial Partners are able to exercise the relevant Commercial Rights granted to them by UEFA (including, for example, pouring rights and merchandise concessions for the sports apparel and accessories).
- 5.11. Businesses which are established and existing within the Stadium Commercial Perimeter (i.e. which have not been established for a temporary period around the Tournament) may conduct regular business and display their standard branding (i.e. non-Tournament related) provided that they do not engage in any Ambush Marketing activities. The implementation of this principle to such businesses within the Stadium Commercial Perimeter shall be under the conditions notified by UEFA at its reasonable discretion.

UEFA Intellectual Property

- 5.12. The Parties expressly acknowledge that UEFA owns and controls all Intellectual Property related to UEFA, its competitions including the UEFA European Football Championship and the Tournament (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 City Authority prior to the date of this Agreement) generated by the Host City Authority in relation to the Tournament and fulfilling its obligations under this Agreement.

- 5.13. 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 IPR.
- 5.14. UEFA hereby grants to the Host City Authority a non-exclusive licence to use the UEFA IPR supplied to the Host City Authority by UEFA to the limited extent required for the purposes of hosting and organising (and promoting the fact that it is organising) the Tournament as set forth in this Agreement and the Host City Requirements provided that the Host City Authority complies at all times with the guidelines issued by UEFA in relation to such use.

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 5.14 shall automatically terminate on the earlier of:

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

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

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

Host City Intellectual Property

- 5.18. The Host City Authority hereby grants to UEFA a worldwide, non-exclusive, perpetual, irrevocable and royalty free licence (with the right to sub-license to UEFA affiliates and/or Commercial Partners) to use the Intellectual Property of the Host City Authority as detailed in the *Use of Figurative Elements* Guarantee provided by the relevant Authority, delivered to

UEFA and appended to this Agreement (including any material derived therefrom) (hereafter "Confirmed Host City Intellectual Property") free from any third party rights and/or charges and without any requirement for third party approvals and/or consents, for any commercial and/or non-commercial uses in connection with the UEFA European Football Championship (including the Tournament), including:

- a. use of Confirmed Host City Intellectual Property for the purposes of UEFA and UEFA's affiliates promoting the UEFA European Football Championship (including the Tournament) by reference to the UEFA European Football Championship (including the Tournament);
 - b. use of Confirmed Host City Intellectual Property, in combination with UEFA IPR, within the Competition Brand Imagery for the purposes of Commercial Partners exercising their Commercial Rights (including the rights of association) with the UEFA European Football Championship (including the Tournament);
 - c. use of Confirmed Host City Intellectual Property, in combination with UEFA IPR, within Competition Brand Imagery appearing on official UEFA licensed products for the UEFA European Football Championship (including the Tournament); and
 - d. (without prejudice to (c)) use of Confirmed Host City Intellectual Property in combination with UEFA IPR, within Competition Brand Imagery appearing on official UEFA licensed heritage products (such products acting as a historical reference to the UEFA European Football Championship (including the Tournament) and where the relevant Competition Brand Imagery is used individually or alongside heritage marks from other UEFA football competitions to create official UEFA licensed products).
- 5.19. Without prejudice to Clause 5.18, where UEFA wishes to include within Competition Brand Imagery any Host City-related imagery (including, landmarks, statues or places of interest) that is not contained within the Confirmed Host City Intellectual Property (hereafter "Proposed Host City Intellectual Property"), the Host City Authority shall (at no cost to UEFA):
- a. where the Proposed Host City Intellectual Property is owned or controlled by the Host City Authority, grant a licence; and/or
 - b. where the Proposed Host City Intellectual Property is owned or controlled by a third party other than the Host City Authority, take all reasonable steps to procure a licence (at no cost to UEFA) from the relevant third party,
- in each case on the same terms as the licence granted by the Host City Authority under Clause 5.18 above. For the purposes of the remainder of this Agreement, the Confirmed Host City Intellectual Property and Proposed Host City Intellectual Property shall be collectively referred to as "Host City Intellectual Property".
- 5.20. The Host City Authority hereby confirms that UEFA shall have the right to apply for and register trade marks, copyright registrations and/or design right registrations, in any territory, for any logo or device that incorporates the Host City Intellectual Property (including in a stylised form) for use in relation to the purposes set out in Clause 5.18 or 5.19 above.
- 5.21. UEFA acknowledges and confirms that, as between the parties, the Host City Authority (or relevant third parties) owns all intellectual property rights and title in the Host City Intellectual Property and UEFA shall not at any time do anything, which is likely in any way to prejudice such rights and title.
- 5.22. The Host City Authority shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, UEFA, UEFA's affiliates, the Host Association, the

Commercial Partners, and their respective sub-licensees, affiliates, officers, directors, employees, agents, representatives and sub-contractors (each an "Indemnified Party"), 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, the Host Association 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, the Host Association and/or the relevant other Indemnified Party (as the case may be) shall:

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

Enforcement of Intellectual Property Rights in relation to the Tournament

- 5.23. The Host City Authority shall cooperate with UEFA, the Host Association 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, the Host Association, and the Commercial Partners in the Host City and the Host Country. In this regard, the Host City Authority 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 Tournament that could or may in UEFA's opinion constitute Ambush Marketing.

In particular, the Host City Authority shall take all necessary steps to ensure that:

- a. no third party organises, conducts or is otherwise involved directly and/or indirectly the organisation of any public viewing events and/or unauthorised ticket sales or promotions within the Host City, without the prior written consent of UEFA; and
 - b. no third party (including any entity deemed by UEFA to be a competitor of any of the Commercial Partners) undertakes any large scale promotion, any large scale football-related campaign and/or any Ambush Marketing 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 at any of the key locations of the Host City specified by UEFA (such as iconic sites, monuments, major buildings and landmarks) without the prior written consent of UEFA.
- 5.24. The Host City Authority shall, and shall procure that any other relevant Authorities, implement any specific legislation established to protect the Intellectual Property in connection with UEFA and the Tournament, as set out in the Host City Requirements and as required by the UEFA EURO Guarantee Implementation Guidelines.
- 5.25. The Host City Authority shall provide appropriate (in terms of both number and expertise) 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 Commercial Perimeter and/or any Official Site, which areas shall be agreed by the Parties, and shall procure the support of relevant Authorities in this regard.
- 5.26. The Host City Authority shall assist UEFA and the Host Association in relation to the prevention of Ambush Marketing as well as the prevention of unauthorised sale of tickets for matches of the Tournament. In particular, the Host City Authority shall, on the days of matches of the Tournament, ensure that there is no selling or distribution of products or

materials (including unauthorised or counterfeit merchandise relating to the Tournament) 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, unless such activities are approved by UEFA and the Authorities in advance.

- 5.27. Where delivery of any of the intellectual property and/or commercial programme-related requirements set out in this Clause 5 require the involvement, cooperation, decision or action by any other Authority, then the Host City Authority shall be responsible for ensuring that any such involvement, cooperation, decision or action is secured and in place as required under the Host City Requirements.
- 5.28. Without prejudice to Clause 5.24, the Host City Authority shall, in particular, provide all such assistance as UEFA may require in respect of the "rights protection committee" established for the Host City as envisaged by the 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 the Tournament 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).

6. Insurance and Liability

- 6.1. The Host City Authority shall obtain and secure in its own name, all necessary and adequate insurances to cover all potential risks related to its activities in connection with the Tournament, the UEFA Festival (including the Fan Zones and Trophy Tour) and any other Additional Events staged by the Host City Authority in the Host City. The Host City Authority shall ensure that such insurance provides equal coverage for any construction works, modifications, infrastructure or equipment performed or provided by UEFA in connection with any UEFA Festival event (including the Fan Zone and Trophy Tour) and any other Additional Event organised by the Host City Authority.
- 6.2. The Host City Authority shall ensure that all third parties involved in the Tournament, the UEFA Festival (including the Fan Zones and Trophy Tour) and any other Additional Events staged by the Host City Authority in the Host City, arrange for their own comprehensive insurance(s) and/or that these third parties are covered within the Host City Authority's own insurance(s).
- 6.3. The Host City Authority's insurance coverage shall provide cover in broad form and shall include, but not limited to, comprehensive and adequate general third party liability insurance in terms of bodily injuries and/or property damages, providing for a sum insured of not less than **EUR 50m per claim and EUR 100m in the aggregate**, extending to UEFA and all third parties participating in or attending the Tournament as co-insured parties, including cross-liability among insured parties, being non-cancellable (due to other grounds than non-payment of premium) throughout the risk period as stated under Clause 6.1, and providing cover for terrorism risks, damages to rented property and worldwide cover without territorial restrictions/exceptions (including USA/Canada).
- 6.4. The Host City Authority acknowledges that the placement of insurance cover must be undertaken well in advance of the start of its activities in connection with the Tournament, the UEFA Festival (including the Fan Zones and Trophy Tour) and any other Additional Events staged by the Host City Authority in the Host City.
- 6.5. The Host City Authority hereby fully and effectively indemnifies and holds harmless, and shall keep indemnified and held harmless, UEFA and its sub-licensees, affiliates, officers, directors, employees, agents, representatives and sub-contractors, on demand, from and against any and all losses, damages, judgments, liabilities, penalties, fines, claims, suits,

expenses (including legal expenses) and costs arising out of, related to or in connection with any failure by the Host City Authority to perform any of its obligations in accordance with this Agreement and/or as a result of any lawful termination by UEFA of this Agreement.

7. Safety and Security

- 7.1. The Host City Authority shall provide full cooperation and support to the Host Association in the development and implementation of a comprehensive Integrated Safety, Security and Medical Concept covering the Official Sites and, for the avoidance of doubt, any site where any UEFA Festival events and any other Additional Events staged by the Host City Authority will take place, including all appropriate medical and health services for the Tournament, as required under any and all Applicable Laws.
- 7.2. The Integrated Safety, Security and Medical Concept shall address the following in respect of the preparation, organisation, staging and dismantling of the Tournament:
- a. a risk analysis;
 - b. a description of the elements demonstrating the ability, competence and preparedness to prepare, organise, stage, host and dismantle the Tournament in terms of safety and security;
 - c. an organisational structure;
 - d. a command and control set-up as well as the communication lines;
 - e. a crisis management plan; and
 - f. an action plan.
- 7.3. The Integrated Safety, Security and Medical Concept shall take into account the following in respect of the preparation, organisation, staging and dismantling of the Tournament:
- a. relevant Applicable Laws regarding safety, security and medical issues, including any and all applicable international and national safety and security legislation (including any restrictions);
 - b. the judicial system and any regulations applicable to international cooperation;
 - c. counterterrorism and protective security measures;
 - d. policing and law enforcement measures;
 - e. public health and safety measures;
 - f. the highest standard in terms of stadium safety management;
 - g. supporter empowerment;
 - h. safety management of public viewing areas; and
 - i. the impact of the Host Association mobility concept and the Host City Mobility Concepts.
- 7.4. The Host City Authority shall be responsible for and shall bear all costs in relation to public safety and security measures taken with respect to the Tournament in the Host City in accordance with the Integrated Safety, Security and Medical Concept.

- 7.5. Notwithstanding Clause 7.4, the Host City Authority shall be responsible for and shall bear all costs for public and private security at UEFA Festival events (including Fan Zones and the Trophy Tour) and any other Additional Events organised by the Host City Authority.

8. Termination of the Agreement

Causes of Termination

- 8.1. UEFA shall have the right to terminate this Agreement with immediate effect (and no remedy period) by providing written notice to the Host City Authority:
- a. if UEFA withdraws from the staging and organisation of the Tournament in the Host City or Host Country, or cancels the Tournament in its entirety;
 - b. if the Host City will not host any match of the Tournament for any reason;
 - c. if UEFA considers that safety and security are jeopardised in any way whatsoever;
 - d. if the Host Country or Host City is in any situation that UEFA considers, in its sole discretion, gives rise to safety and security problems that may threaten the successful preparation, staging, organisation and/or dismantling of the Tournament (or any part thereof) in the Host Country or the Host City;
 - e. where there are organisational or logistical problems (including any failure to provide satisfactory conditions for hosting the Participating National Association supporters or other Tournament target groups) which in UEFA's sole opinion threaten the successful preparation, staging, organisation and/or dismantling of the Tournament (or any part thereof) in the Host Country or in the Stadium and/or the Host City;
 - f. if the Host Association and/or Host City Authority fails to secure sufficient infrastructure, accommodation and transportation facilities in the Host City for the Tournament in accordance with the Host City Requirements;
 - g. if the Host City Authority breaches a material obligation under this Agreement; or
 - h. pursuant to Clause 4.4 or Clause 9.2.
- 8.2. This Agreement will terminate with immediate effect upon the termination of the Staging Agreement for any reason.

Consequences of Termination

- 8.3. Immediately upon expiry or termination of this Agreement however arising:
- a. all rights granted to the Host City Authority in connection with the Tournament will revert to UEFA;
 - b. the Parties will take all necessary steps to minimise any financial damages in respect of the Tournament not being staged in the Host City; and
 - c. the Host City Authority agrees to cooperate with UEFA and with any Host City appointed thereafter, as reasonably required by UEFA.
- 8.4. 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.

9. Force Majeure

9.1. Without prejudice to Clause 8, if one of the Parties cannot fulfil or perform its obligations under this Agreement for any reason of Force Majeure, then such non-performance or failure to fulfil its obligations will not be deemed to be a breach of this Agreement provided that the Party seeking to rely on this Clause:

- 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.

9.2. If the Host City Authority is prevented from the performance of its obligations by Force Majeure for any period, UEFA may terminate this Agreement immediately on service of written notice upon the Host City Authority and Host Association, 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.

10. Postponement

10.1. If the Tournament dates are amended by UEFA (in whole or in part), the performance of the obligations of the Parties will not terminate, each Party will continue to perform its obligations under this Agreement in full in respect of such amended dates and the Host City Authority will not assert any claims or rights to damages against UEFA.

11. General

11.1. The Parties shall exercise their rights and fulfil their respective obligations under this Agreement at their own cost and expense.

11.2. The Host City Authority acknowledges and agrees that UEFA and/or the Host Association shall be entitled to appoint certain third parties, including, without limitation, any local organising structure, to perform certain tasks in connection with the Tournament on behalf of UEFA and/or the Host Association, and it shall cooperate fully with any such third party to implement the Host City Requirements and to prepare, organise, stage and dismantle the Tournament.

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

11.4. The Host City Authority may not delegate, assign, sub-license or transfer any obligations or rights under this Agreement, or sub-contract any or all of its rights or obligations under this Agreement, or purport to do any of the same without the prior written consent of UEFA. Any purported assignment in breach of this Clause will confer no rights on the purported assignee. The Host City Authority shall remain liable to UEFA in respect of any act or omission of any third party to whom it is permitted to delegate, assign, sub-license or transfer any obligations or rights under this Agreement or sub-contract any rights or obligations under this Agreement under the terms of this Clause.

11.5. 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.


- 11.6. Each Party shall execute, or cause to be executed, all such other documents and undertake all necessary further acts, including as the other Party may require from time to time, in order to give full effect to the terms of this Agreement.
- 11.7. Any notice given under this Agreement will be in writing and in English and signed by or on behalf of the Party giving it.
- 11.8. The Host City Authority shall not make any public statements nor announcement regarding the existence of this Agreement without the prior written consent of UEFA. The Host City Authority acknowledges and agrees that UEFA is the only entity entitled to make (i) the official announcement of the appointment of the Tournament at its own discretion and does not require any approval from the Host City Authority in this respect as well as (ii) any communication in relation to the Tournament, save where approved in advance by UEFA and/or as part of any agreed communications strategy in relation to the Tournament.
- 11.9. No Party shall, without the prior written consent of the other Parties, 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 cases when disclosure is required by applicable laws, the Party which is obliged to disclose the terms of this Agreement shall inform the other Parties in advance, providing detailed description of the specific Clauses of this Agreement that will need to be disclosed.
- 11.10. The Parties acknowledge and agree that this Agreement will be amended on a valid and legally basis only through the mutual exchange of either one of i) a fully executed electronic version of any such amendment to this Agreement through an electronic signature application used by UEFA (being DocuSign® eSignature as at the date of this Agreement), according to UEFA's instructions, or otherwise formally accepted by UEFA or ii) a fully executed, original, handwritten signature copy of any such amendment to this Agreement in electronic 'PDF' format. In all cases, the Parties agree that no reciprocity in signatures' methodology is required and that UEFA shall therefore remain fully entitled to execute any such amendment to this Agreement through either of i) an electronic signature application used or otherwise formally accepted by UEFA or ii) an original, handwritten signature copy of any such amendment to this Agreement in electronic 'PDF' format, on a valid and legally binding basis, irrespective of the signature methodology used by the Host City Authority and the Host Association.
- 11.11. The Host City Authority acknowledges that UEFA has ultimate authority to prescribe or change any aspect of the Tournament at its sole discretion.
- 11.12. 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
- 11.13. 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.

Governing Law and Arbitration

11.14. 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.

This Agreement has been signed by a duly authorised signatory:

For UEFA:


Signature



Name Theodore THEODORIDIS
UEFA General Secretary

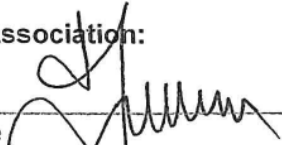
Simon DRAKE
Legal Affairs Director

Title

Date

05.12.2023

For the Host Association:


Signature

Gabriele Gravina

Name

President

Title

30 MAR 2023

Date

For the Host City Authority:


Signature





Giuseppe Sala - Sabina Banfi - Dario Moneta

Name

Mayor - Head of Employment, Youth and Sport Division - Head of Plan Management and Monitoring Authority Division

Title

Date

21.03.2023





**APPENDIX A
HOST CITY REQUIREMENTS**

Host City Requirements



1 — Glossary

All terms used in the Bid Requirements that are defined in the glossary begin with upper case letters.

Additional Event

All events designated by UEFA as official events (including promotional events and activities) related to the Tournament including official draws, official dinner(s), the opening and closing ceremonies, official opening and closing dinners, official activities related to the participating associations (including the finalists workshop), any event forming part of the UEFA Festival (including Fan Zones or other promotional events related to the Tournament), welcome events, press conferences and media events organised by UEFA and/or the Host Association and/or a Host City Authority in connection with the Tournament in each case to be staged in the Host Cities/Host Sites and/or in the Host Country.

Airport Requirements

the obligations under the responsibility of the Airport owner as displayed under the heading "Airport Requirements" in each sector of the *UEFA EURO 2028 and 2032 Tournament Requirements* and included in the Airport Agreement.

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 European Football Championship, EURO Tournament and/or the Additional Events which are intended to create a direct or indirect association with UEFA, the UEFA European Football Championship, EURO Tournament 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 Government authorities, army, police, customs, fire, medical, airport authorities, government and any other city, local, regional or national authorities (whatever the legal form they have) involved directly or indirectly in the staging and organisation of the Tournament and the Additional Events.

Availability Period

in respect of each Stadium, the period commencing 4 weeks before the opening match of the Tournament held in such Stadium and ending 7 days after the last match at the relevant Stadium (or such reduced period as UEFA may notify to the Host Association and applicable Stadium in writing).

Bid Dossier

any and all documents completed, signed when required and returned to UEFA as part of the Bidding Procedure, being a formal offer of the Bidder to host one of the final Tournaments of the UEFA EURO 2028 or 2032 and the Additional Events in accordance with the Bid Requirements.

Bid Dossier Template

the documents provided by UEFA to the Bidders as part of the Bid Requirements during the Bidding Procedure, setting out the guidelines on how each Bid Dossier must be formatted, how the provided forms must be completed, which supplementary documents must be provided and how the legal documents must be presented.

Bid Regulations

the *Bid Regulations – UEFA Finals and Final Phases* that govern the bidding procedure and appointment of the Host Association by the UEFA Executive Committee for all UEFA Finals and Final Phases. Such regulations are provided to the Bidders together with the Bid Requirements.

Bid Requirements

the documents provided by UEFA to the Bidders setting out the requirements that the Host Association must satisfy to host the Tournament and the basis upon which the Bid Dossiers will be evaluated by UEFA for the selection and appointment of the Host Association which comprise:

1. the *Tournament Requirements*;
2. the *Bid Dossier Template*; and
3. the Staging Agreements, Stadium Agreements, Host City Agreements and Airport Agreements.

Bidder

a UEFA member association wishing to host the Tournament, from the time such UEFA member association declares its interest in bidding.

Bidding Procedure

the bidding procedure managed by UEFA and open to each UEFA member association to apply for the staging and organising of the Tournament and the Additional Events, all subject to the bid regulations communicated to the UEFA member associations.

Clean Site Principle

the principle that, throughout a certain exclusivity period (including the Exclusivity Period applying to the Stadium), the Official Sites must be (except where prevented by applicable laws): (a) free and clean of any contractual obligations of whatever nature in accordance with the UEFA Requirements and in particular any obligations relating to sponsorship and advertising agreements, naming rights agreements, leases, usage agreements reserved seating arrangements, hospitality production or sale agreements, supplier agreements, food, pouring, beverage and catering agreements street trading licences or equivalent consents, that have not been authorised by UEFA in advance; and (b) otherwise free from any other obligations or restrictions which would limit in any way the ability of: (i) UEFA and/or the Host Association from exercising their rights or performing their obligations in connection with the Tournament; and/or (ii) the Commercial Partners from exercising the Commercial Rights. For the avoidance of doubt, during such exclusivity period, no commercial signage of any type should be visible within, or in the immediate vicinity of, the Official Sites unless it is expressly authorised by UEFA.

Commercial Partners

any entity to which UEFA grants any Commercial Rights in relation to the Tournament, which entities will be communicated by UEFA to the Host Association in due course.

Commercial Rights

any and all commercial rights and opportunities in, to and in relation to the UEFA European Football Championship edition(s) referred to in this document, 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).

Confirmation Letter

the letter issued by each relevant Authority based on the template provided by UEFA, as identified by the Host Association during the Bidding Procedure and in accordance with the Bid Requirements, to confirm (i) its commitments in relation to the staging, organising and dismantling of the EURO Tournament and the Additional Events in the Host City / Host Country and/or (ii) the compliancy with applicable laws of the set-up agreed by UEFA and the Host Association for the staging and organisation of the EURO Tournament and/or the Additional Events.

Exclusivity Period

in respect of each Stadium, the period as from two (2) weeks prior to the first match of the Tournament held at the Stadium until one (1) day following the last match of the Tournament held at the Stadium.

FAME Bid Portal

the UEFA website that provides access to all information and requirements related to the bid.

Fan Zone

an area accessible to the general public which is set up and managed by the Host Cities, at which matches of UEFA EURO 2028 or 2032 may be transmitted on giant screens and the Commercial Partners may organise a variety of activities, entertainment and displays related to UEFA EURO 2028 or 2032 according to UEFA's instructions and guidelines. Each Fan Zone will consist of a public viewing area and a football village, which may be in a single or separate locations.

Guarantee

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 EURO Tournament and the Additional Events in the Host Cities and Host Country, all based on the templates provided by UEFA during the Bidding Procedure.

Host Association

the Bidder that is appointed by the UEFA Executive Committee to host EURO Tournament.

Host City Concept

The reference document providing explanations, plans, budgets, maps and any other necessary information relating to the projects to be undertaken by the Host City in order to fulfil its obligations.

Host City Requirements

the obligations under the responsibility of the Host City as displayed under the heading "Host City Requirements" in each sector of the *UEFA EURO 2028 and 2032 Tournament Requirements* and included in the Host City Agreements and any other requirements set out in the *UEFA EURO 2028 and 2032 Tournament Requirements* that are applicable to the Host City Authority.

Host Country

the country of the UEFA member association appointed by the UEFA Executive Committee as the Host Association.

Host Site

any city, where an Official Site is located, which is not the Host City.

ICT

information and communications technology.

Indoor TV Studio

studio near the Dressing Room Area available for TV interview activities.

Integrated Safety, Security and Medical Concept

The Integrated Safety, Security and Medical Concept, as referred to in these Bid Requirements, which defines legal frameworks, general responsibilities and organisational structures, as well as overall plans for safety, security and medical operations, to carry out the successful and safe delivery of an enjoyable event for all target groups.

Local Organising Structure (LOS)

either a: (i) separate legal entity; or (ii) a non-incorporated working group, which is established by the Host Association for the purposes of Tournament governance and implementation and for ensuring that all organisational milestones and projects, as well as the Host Association obligations are developed/delivered and that exchange of information between all relevant parties is properly implemented. The LOS structure, format and competence and the Tournament stakeholders that will form part of the LOS will be developed in accordance with the terms of the Staging Agreement.

Matchday (MD)

the day on which one or more Matches of the Tournament take place. "MD-1" is the day before a Matchday and "MD+1" the day after a Matchday.

Official Site

the Stadiums, training grounds of the national teams participating in the Tournament, the team transfer training grounds, the official hotels of Tournament as selected by UEFA, the International Broadcast Centre, UEFA Festival Sites (including the Fan Zones, trophy tour sites and the fan meeting point(s) and/or the sites or venues of the Tournament (including any Additional Events) in the Host Cities/Host Sites and the Host Country.

SAD

supplementary access device. SADs are impersonalised accreditation devices which can come in the form of a bib, sticker, card or wristband.

Stadium

the premises, land, infrastructure and facilities of each stadium where matches EURO Tournamentll be played and/or Additional Events will be staged, which comprises: (i) the entire building of the stadium as usually exploited; (ii) all premises, land, infrastructure, facilities and equipment within the Stadium Outer Security Perimeter; (iii) all premises, land, infrastructure and facilities in and around the vicinity of the stadium building which the Host Association and/or Stadium Owner will be make available in order to meet the UEFA Requirements or which UEFA, the Host Association and the Stadium Owner may agree will form part of the Stadium; (iv) all equipment forming part of the foregoing, and (vi) all utilities in connection with each of the foregoing, including power, water, gas, heating, cooling, telecommunications and sanitary and waste management services.

Stadium Commercial Perimeter

an area outside the Stadium extending in each direction which will be defined by UEFA on a case by case basis, by providing written notice to the Host Association depending on the specificities of the Stadium environment. For the avoidance of doubt, the stadium commercial perimeter includes all airspace above and any waterways around the Stadium.

Stadium Requirements

the obligations under the responsibility of the Stadium owner as displayed under the heading "Stadium Requirements" in each sector of the *UEFA EURO 2028 and 2032 Tournament Requirements* and included in the Stadium Agreements and any other requirements set out in the *UEFA EURO 2028 and 2032 Tournament Requirements* that are applicable to the Stadium Owner.

Staging Agreement

the agreement between UEFA and the Host Association concluded for the hosting of one of the final Tournaments of the UEFA EURO 2028 or 2032 which:

1. is based on the template provided by UEFA;
2. governs the relationship between UEFA and the Host Association with respect to EURO Tournament; and
3. comes into force when countersigned by UEFA.

Sustainability Concept

the Sustainability Concept outlines the bidder's sustainability plans for the Tournament and is to be developed by the Host Association in accordance with the Bid Requirements and the Staging Agreement. It describes the related budget, commitments an organisation chart, good Governance plan, Environment plan, Human rights plan, each including proposed actions relating to UEFA's Sustainability Strategy 2030 policies, with clear targets and KPIs to measure the achievements in this domain.

Tournament

the final tournament of the 2026-28 and 2030-32 UEFA European Football Championship, including all matches played as part of such a tournament and all Additional Events. "Tournament" and UEFA EURO 2028 or 2032 are equivalent.

Tournament Requirements

the document provided by UEFA to the Bidders as part of the Bidding Procedure, which sets out the requirements for hosting the Tournament, including, organisational, commercial, infrastructure, facilities and financial requirements.

UEFA

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

UEFA Festival

all on-site activities organised by each Host City to promote the Tournament and engage fans before and during the Tournament in accordance with the terms of the Host City Agreements. The UEFA Festival includes the trophy tour, any pre-Tournament promotional events, the Fan Zones, as well as any events intended to increase the Tournament promotional footprint (such as the Tournament spectacular, fan meeting points or any other fan-driven events).

UEFA Requirements

the requirements set forth by UEFA with respect to the EURO Tournament and the Additional Events, as described more fully in Clause 3 of the Staging Agreement.

2 — Vision, concept and legacy

3 — Sustainability

Sustainability concept and strategy

Host City Requirements

- Identify a contact person per city for sustainability host city activities to work directly with the Sustainability Manager

Environment

Sustainable event management

Host City Requirements

- Develop activities that aim for the highest possible score according with UEFA's Sustainable Event Management System (SEMS) parameters (for more details refer to Sector 09 – Host City Relations, Event Marketing & Communications)

Circular economy

Host Association Requirements / Stadium Requirements / Host City Requirements / Airport Requirements

- In the Environment Plan propose activities that address circular economy, including:
 - Quantification of current values of waste produced, and recycling levels achieved during normal operations stadium operations,
 - Indication of what types of materials can be recycled / repurposed
 - Establish targets for recycling rates (with the minimum expectation of achieving 70% of recycled waste), circular economy and waste management per host city and stadium and propose actions to achieve these, if above current recycling / repurposing values.
 - Produce Host City dressing in recyclable materials and in view of their second life.
 - Identify local entities capable of:
 - supporting second life projects for UEFA produced materials
 - supporting UEFA in the redistribution of food surpluses in accordance with food safety standards
 - Gather the information related measuring waste produced in each Host City (stadium, fan zone, etc) during tournament time.

Host Association Opportunities for Excellence / Host City Opportunities for Excellence / Stadium Opportunities for Excellence / Airport Opportunities for Excellence

- Ensure that the ratio between the distance-emissions and level of sorting/recycling must be considered in order to optimise the environmental impact of waste treatment

Human rights

Human Rights

Stadium Requirements / Host City Requirements / Airport Requirements

- Commit to respecting, protecting, and promoting human rights and fundamental freedoms
- Ensure that all aspects related to the organisation of the event reflect the values of respect, equality and inclusion, and prevent discrimination in all forms

4 — Legal matters

Intellectual Property and Rights Protection

Rights protection committee

Host City Requirements

- Participate fully in the rights protection committee and facilitate the involvement of all relevant Authorities.

Rights Protection Requirements - Key Locations

Stadium Commercial Perimeter

Host City Requirements

- Agree a designated commercial perimeter with UEFA and facilitate the resourcing, organisation and undertaking of dedicated rights protection activities (including match day patrolling) by suitable Authorities within the relevant perimeter.
- The above requirement shall include (but not be limited to)
 - a. the pre-reservation of all existing - or to be created advertising space;
 - b. a commitment not to grant temporary/permanent licences in relation to the undertaking of any activities that could result in Ambush Marketing (for example, commercial advertising, street selling, leafleting, product give-aways and political and/or religious demonstrations) or the undertaking of any activities in relation to the distribution of counterfeits; and
 - c. taking all reasonable measures to prohibit, restrict and prevent Ambush Marketing, unauthorised street trading (including the removal of all existing (temporary) sellers), sales of counterfeit goods, illicit ticket sales, and unauthorised public viewing, within the Stadium Commercial Perimeter.
- For aspects that fall under the competence of other Authorities, the Host City shall make best efforts to procure the assistance of and work together with such Authorities.

Other Official Sites/Fan Meeting Points

Host City Requirements

- As requested by UEFA, either (i) agree a commercial perimeter containing relevant Official Sites/Fan Meeting Points and facilitate the resourcing, organisation and undertaking of dedicated rights protection activities (including match day patrolling) by suitable authorities within the relevant perimeter, or (ii) adhere to the Clean Site Principle by removing/obscuring any and all third party advertising or promotional materials, trade marks or other commercial messaging appearing inside the relevant Official Sites/Fan Meeting Points and only permitting replacement advertising relating to UEFA partners.
- The above requirement at (i) shall include (but not be limited to) a commitment not to grant temporary/permanent licences in relation to the undertaking of any activities that could result in Ambush Marketing (for example, commercial advertising, street selling, leafleting, product give-aways and political and/or religious demonstrations) or the undertaking of any activities in relation to the distribution of counterfeits and shall take all reasonable measures to prohibit, restrict and prevent Ambush Marketing, unauthorised street trading, sales of counterfeit goods, illicit ticket sales, and unauthorised public viewing, within the Official Sites and/or Fan Meeting Points. It shall also include the requirement to pre-reserve all existing (or to be created) advertising spaces within the Official Sites and/or Fan Meeting Points.
- For aspects that fall under the competence of other Authorities, the Host City shall make best efforts to procure the assistance of and work together with such authorities.

Other Locations

Stadium Requirements / Host City Requirements / Airport Requirements

- Reasonably assist UEFA with any anti-Ambush Marketing efforts that UEFA deems necessary in any other location/commercial perimeter related to the event

Events-Specific Legislation

Host City Requirements / Host Association Requirements

- Procure that relevant Authorities issue such additional laws, decrees, orders, instructions, etc. as are within their relevant competencies or remits so as to ensure that UEFA receives the relevant levels of support and assistance as contemplated by this section, including in accordance with the UEFA EURO Guarantee Implementation Guidelines.

Detailed context

If UEFA considers that the relevant local legislation is, or may be, insufficient to enable effective and efficient IP Registration and enforcement against unauthorised and infringing activities, UEFA will require the relevant Authorities to issue such additional laws, decrees, orders, instructions, etc. as are within their relevant competencies or remits so as to ensure that UEFA receives the relevant levels of support and assistance as contemplated by this section.

Famous Locations, Sites and Symbols

Host City Requirements

- Ensure that no key locations in the Host City are used by third parties for major promotional activities during the Exclusivity Period.

Insurance

Obligation for appropriate insurance cover

Stadium Requirements / Host City Requirements / Airport Requirements

- Conclude and implement the insurance policies and obligations regarding insurance set out in the Stadium Agreement, Host City Agreement and/or Airport Agreement (as applicable).
- Insure its own risks and liabilities based on its risk assessment (including the assessment of specific risks in the Host Country)

Insurance of Official Site owners/operators

Host City Requirements

- In its capacity of Official Site owner/operator only, secure adequate general third-party liability insurance (GTPL), in particular to cover their status as owners/operators of property (landlord's liability), ground, infrastructure and installations

Setup of the insurance cover

Host City Requirements / Stadium Requirements

- Undertake a risk assessment and place the required insurance cover well in advance of UEFA EURO (the sooner this is done, the better the situation, as it helps to secure favourable insurance premiums) and comply at a minimum with the following milestones:
 - 2 years before UEFA EURO – Participate in an introductory meeting with the UEFA insurance team
 - 18 months before UEFA EURO – Provide proposal to UEFA for all required insurances to be put in places setting out the proposed terms of such insurance for review and approval by UEFA
 - 12 months before UEFA EURO – All required insurance policies in place and fully effective

5 — Safety, security and medical matters

Roles and responsibilities

Stadium Requirements / Host City Requirements / Airport Requirements

- Comply with the Integrated Safety, Security and Medical Concept by taking all measures and assuming all responsibilities allocated to it in the Integrated Safety, Security and Medical Concept to be developed.

Integrated Safety, Security and Medical Concept

Host City Requirements

- Provide on-going guidance to the Host Association in relation to the Integrated Safety, Security and Medical Concept
- For aspects that fall under the competence of other Authorities, the Host City shall make best efforts to procure the assistance of and work together with such Authorities

6 — Stadiums

Parking and traffic access management

Parking Facilities

Host City Requirements

- Provide access to all parking areas that are owned or controlled by the Host City, within a radius of 1.5km from the Stadium. Such parking areas must be provided with adequate safety standards allowing for the circulation of vehicles and pedestrians.
- Make arrangements to shut down public parking facilities in the surrounding of the Stadium in order to promote public transport usage.
- Make arrangements for the removal of non-authorised vehicles from the parking areas. The exact timings for the usage of the parking areas is to be determined by UEFA over the course of planning.

Public parking

Host City Requirements

- Provide parking facilities for Participating Team supporters' coaches parking in the vicinity of the Stadium:
 - at least 10 parking places per Participating Team for each match except Final
 - at least 20 parking places per Participating Team for the final match
- Provide sufficient public parking facilities in the vicinity of the Stadium
- Provide parking for car-sharing users
- Provide parking for disabled supporters

Host City Opportunities for Excellence

- Provide electric car recharging stations in the respective parking areas

Vehicle access to parking areas

Host City Requirements

- Ensure limited traffic on the access routes leading to the Stadium

Media and broadcasting requirements

Pre-event filming

Host City Requirements / Stadium Requirements

- Provide access to UEFA's appointed filming crew and make sure the Stadium is in "match" configuration (goals, lines, corner flags,...).
- Provide floodlight for evening filming
- Provide support in obtaining filming permissions for helicopters and drones

7 — Mobility

Transport within the Host Country (Level II)

Public transport

Host City Requirements

- Ensure there is no major construction works in the Host City during the Tournament, which could affect pre- and post-match traffic
- Ensure the respect for the environment-related declarations guiding principles and conventions detailed in the UEFA's *Environmental Commitment* most notably the *Sports for Climate Action Framework*

Host City Opportunities for Excellence / Host Association Opportunities for Excellence

- Provide free or reduced fares on the national rail system to all match ticket holders and accredited staff and media
- Use innovative ways of publicising and incentivising the use of sustainable forms of transport.

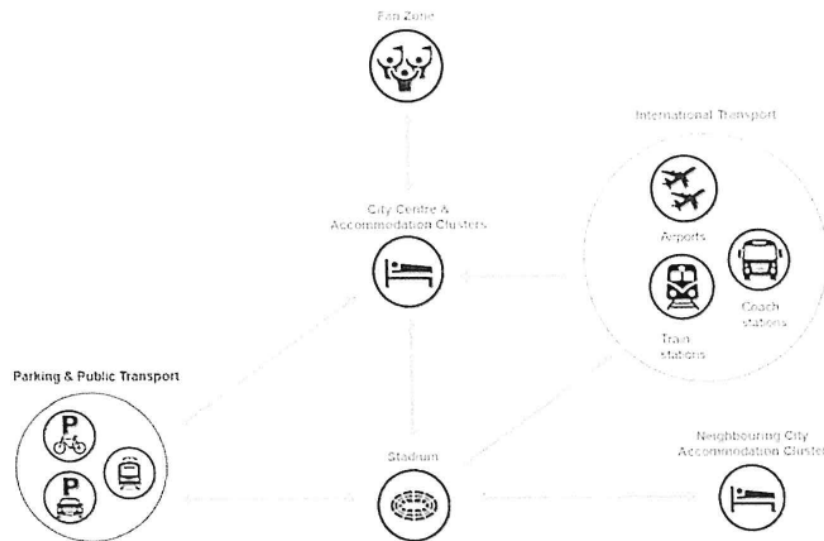
Host City transport (level III)

General and Public Transport

Host City Requirements

- Provide the local mobility and transport concept no later than 31 May 2026 (for EURO 2028) and 31 May 2030 (for EURO 2032) - one concept per Host City and implement each local mobility and transport concept in the delivery of the Tournament
- Ensure the Host City has a well-developed, high-quality public transport system linking the Stadium to the city centre, the Airport(s), railway and coach stations, as well as main accommodation clusters within the Host City and outside of the Host City (Level II)
- Ensure the public transport system provides the necessary capacity to move spectators and officials safely and efficiently from the Stadium to the city centre and main accommodation clusters proposed. Ensure travel times are minimised and measures put in place to ensure reliability of service

The nine transport domains shown below must be considered and covered when evaluating the Host City transport requirements:



- Ensure the respect for the environment-related declarations guiding principles and conventions detailed in the UEFA's *Environmental Commitment* most notably the *Sports for Climate Action Framework*

Host City Opportunities for Excellence

- Address the link between the Airport and the Stadium, which is highly important, in the UEFA EURO 2028 or 2032 Host City Mobility Plan (i.e. local mobility and transport concept)
- Include low carbon travel options to the Stadium in all mobility plans and consider strategies including limitations on private parking, Park and Ride, and shuttle buses
- Provide free or reduced fares to all match ticket holders and accredited staff and media at city or local level (combi-ticket)
- Provide cycle parking provision at the Stadium and permanent or temporary cycle routes between the Host City centre and the Stadium
- Demonstrate in the Bid Dossier, how infrastructure will support the uptake of electric vehicles such as fleet vehicles during the Tournament
- Commit to supporting UEFA with the monitoring of key travel data to support sustainability assessments
- Integrate shared mobility (such as car sharing) and micromobility (such as e-bikes and e-scooters) into the Mobility Plan.

Public Viewing

Host City Requirements

- Integrate public viewing into the mobility planning as an integral part of hosting the Tournament.

Host City Traffic Measures

Host City Requirements

- Provide traffic management solutions to protect UEFA Match Day operations and enhance fan experience.

Host City Opportunities for Excellence

- Implement temporary or permanent infrastructure for safer cycling to encourage fans to cycle to the Stadium
- Create reserved transport lanes for event vehicles to limit the impact of congestion on event operations
- Enhance the spectator experience through the use of temporary road closures to create space for extended pedestrian areas and "Fan Walks".

Integrated Traffic and Transport Command

Host City Requirements

- Submit a local mobility and transport concept integrating all transport providers and defining all the traffic management requirements set out in Sector 07 – Mobility in close cooperation with the relevant local and national Authorities no later than 31 May 2026 (for EURO 2028) and 31 May 2030 (for EURO 2032)
- Ensure the concept includes Host City specific traffic and pedestrian signage
- Provide an Integrated Traffic and Transport Command Centre for centralised management and coordination of the city transport plan.

Host City Opportunities for Excellence

- If an existing global city traffic management centre is available, it should be strengthened for the event and tested at a major preliminary event held at the Stadium. If it does not exist, a temporary traffic management and security command, control and communication structure should be set up. This should also be fully tested at least three months prior to the Tournament for an event of a similar scale through case studies and scenarios
- 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, and parking for bicycles and other forms of personal transport (such as e-scooters) should interact in a seamless manner in order to ensure that the matches can proceed smoothly and safely from an organisational perspective
- To this end, transport managers, traffic police, the security agency in charge and Stadium traffic supervisors must be in permanent communication
- In the case of a new or refurbished Stadium, all logistical, security and traffic systems must be tested well in advance of the Tournament at a large-scale event to have a better understanding of the flows in and around the new Stadium and their impact on the city's traffic management.

Last kilometre (Level IV)

Venue Traffic Access Control Perimeter

Host City Requirements

- Implement a perimeter for authorised-only vehicles protecting the venue operations and key access routes from background traffic and non-authorised vehicles
- Implement a system for residents' vehicle access control to the Venue Traffic Access Control Perimeter where necessary
- Support UEFA and the Host Association(s) implementing suitable solutions for privileged vehicle access for target groups in case of remote parking areas.

Host City Opportunities for Excellence

- Provide a video surveillance system at key vehicle access routes, vehicle permit checkpoints and critical pedestrian crossing points
- Provide variable message boards at vehicle permit checkpoints.

Vehicle Access and Parking Areas

Host City Requirements

- Ensure traffic and informal parking is limited on the access routes leading to the Stadium
- Support the Host Association in identifying sufficient, and up to standard, parking and drop-off facilities (including at least 60 coach parking places for each set of fans from an easy reach to Stadium).

Host City Opportunities for Excellence

- Provide adequate cycle parking facilities to encourage use of cycles to access the Stadium
- Provide justification for the level of parking provision for general admission fans and means of encouraging alternative modes of transport to the Stadium.

Signage

Host City Requirements

- Provide adequate vehicle directional signage at the primary road network leading to each parking location and drop-off point
- Provide adequate pedestrian directional signage between all parking locations and public transport arrival points, and the Stadium facilities.

Host City Opportunities for Excellence

- Provide variable message boards at key access routes leading to the Stadium
- Develop and implement a spectator wayfinding strategy to assist spectators on arrival and departure at the Stadium, including strategies such as colour-coding, wayfinding totems, and bespoke spectator maps.

8 — Accommodation and training facilities

9 — Host city relations and event promotion

Host city relations

Roles and responsibilities

Host City Requirements

- Comply with the hosting manual
- Appoint a Host City Lead to act as the counterpart of the LOS Host City Manager and create a Host City project team with experts in the relevant areas of focus listed in the Host City Concept
- Work together with the Host Association to align the operational strategic plan before the submission of the Host City Concept
- Support UEFA and the Host Association in the delivery of the Tournament's commercial programme and comply with any instructions contained in documents provided by UEFA or the Host Association in relation to the delivery of any Host City Requirements

Host City Concept

Host City Requirements

- Produce the Host City Concept in accordance with the timeline provided by UEFA
- Organise regular project team meetings to discuss and plan the strategy and delivery of the Host City Concept with the key local stakeholders

Event marketing and communications

Event marketing and communications strategy

Host City Requirements

- Develop and implement a Host City marketing and communications plan to engage the local community in line with UEFA's global and the Host Association's national marketing and communications strategies

City Experience

Host City Requirements

- Deliver the UEFA Festival, of which the flagship site is the Fan Zone and which must be scoped and delivered by the Host City in its entirety
- Develop and deliver a Host City dressing programme in line with UEFA and the Host Association's guidance and as an integrated part of the national campaign and UEFA Festival plans. The Host City dressing programme must be in place from two weeks prior to the opening match of the UEFA EURO 2028 or 2032 and until two days following the final
- Develop and deliver a UEFA cultural and heritage programme, in partnership with UEFA and the Host Association, to tap into the Host City cultural calendar, increase the festival footprint, and reach new audiences
- Develop all aspects of the Host City volunteering programme, to support the fan experience and event promotion across the Host City. UEFA and the Host Association will aim at supporting the Host City delivery, identifying synergies and opportunities for collaboration with the Host Association volunteer programme. Further details will be made available in advance of the appointment of the LOS
- Develop a grassroots and community programme, in partnership with UEFA and the Host Association, to maximise the reach of UEFA EURO 2028 or 2032
- Develop a sustainability & legacy programme, in partnership with UEFA and the Host Association, to maximise the impact of UEFA EURO 2028 or 2032. This can include working with UEFA and the Tournament sponsors to scope impactful sponsor activations, and delivering a Host City legacy

Host City Opportunities for Excellence

UEFA Festival

- Deliver additional events as part of the UEFA Festival sites and provide the opportunity for multiple Tournament time activations. Additional events will increase the Tournament footprint and reach a wider audience. Additional events can include but are not limited to:
 - *New Festival Sites* - In line with UEFA guidance, incorporating new Host City entertainment sites under the UEFA Festival umbrella (e.g. music, food, culture, digital)
 - *Tournament Spectacular* – An iconic Host City landmark, activated in a unique way to celebrate UEFA EURO 2028 or 2032
 - *Fan Driven Events* - Actively engage fans to play a supporting role in festival delivery

10 — Commercial matters

Commercial rights overview

Host Association Requirements / Host City Requirements / Airport Requirements

- Support UEFA's commercial programme (including in relation to the exercise by the Commercial Partners of the rights granted to them by UEFA).

Sponsorship programme

Commercial inventory

Host City Requirements / Host Association Requirements

- Reserve all available advertising inventory or spaces during the Exclusive Period in the following areas:
 - Stadium Commercial Perimeter (for more details see chapter Prevention of Ambush Marketing and rights protection committee of Sector 04 – Legal Matters of the *UEFA EURO 2028 and 2032 Tournament Requirements*)
 - Official Site
 - 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
- Provide a detailed inventory to UEFA in accordance with the timetable notified by UEFA
- Upon request, offer, free of charge to UEFA (for its own use), a reasonable and meaningful percentage of this inventory for its own use
- Offer the remaining part of the inventory first to UEFA's Commercial Partners to purchase at standard market rates in accordance with the timetable notified by UEFA
 - 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
 - provide a list of companies that manage the relevant advertising inventory or spaces in the Airports, railway stations, public transports, main access routes and city centre and the company contact information
- In respect of any inventory within the Stadium Commercial Perimeter which is not acquired by Commercial Partners, 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

11 — Organisational and financial matters

Roles and responsibilities

The Public Authorities

Host City Requirements

- Appoint a main representative by end of March 2024 (for EURO 2028) and by end of March 2028 (for EURO 2032) to act as unique contact point for matters of UEFA EURO 2028 or 2032 concerning the Host City and to report to UEFA and the Host Association concerning the implementation of the *UEFA EURO 2028 and 2032 Tournament Requirements*. The Host City representative must have all necessary powers to liaise with representatives of the relevant Authorities (including Airport Authorities and Host Site Authorities) connected to UEFA EURO 2028 or 2032

- Establish a project team of professionally qualified personnel to coordinate matters between UEFA, the Host Association, the Authorities and such other relevant third parties in connection with the organisation and staging of UEFA EURO 2028 or 2032 (including, planning, preparation, hosting and dismantling of the event)



UEFA
ROUTE DE GENÈVE 46
CH-1260 NYON 2
SWITZERLAND
TELEPHONE: +41 848 00 27 27
TELEFAX: +41 848 01 27 27
UEFA.com UEFA.org

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