



EDUCATION PROGRAMME

# UEFA Research Grant Programme 2017/18 edition

## Declaration to UEFA

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When submitting their research project to UEFA, researchers must sign the following declaration and abide by the obligations set out below in the event that they are awarded a UEFA research grant.

Following the success of the special edition of the programme, which aimed to get UEFA's member associations directly involved, UEFA would like to keep the new regulations adopted for the special edition for this new edition. Researchers must therefore submit research projects that are supported by a UEFA member association and related to their activities and projects.

This declaration is made to the **Union of European Football Associations ("UEFA"), Route de Genève 46, 1260 Nyon, Switzerland,**

by [***Name and address***] (the undersigned researcher)

as follows:

### Confidentiality

I, \_\_\_\_\_, understand that I will be granted access to privileged documentation by UEFA at its sole and exclusive discretion.

I will keep secret any information disclosed by UEFA or its affiliates, whether before or after the date of this declaration, in writing, orally or otherwise, directly or indirectly (hereinafter "confidential information"). I will exercise due care and take the necessary security measures to keep such information safe and confidential. I will not use, copy, alter, modify, transfer or communicate any confidential information. No licensing rights are granted to me in relation to confidential information.

Within three days of receipt of a written request from UEFA, I will (i) return to UEFA all confidential information and all parts of any documents and other material in my possession, custody or control that constitute or include confidential information involving UEFA, in whole or part; and (ii) take reasonable steps to delete all confidential information (and any copies that may have been made) from any computer, word processor or other device containing such information.

I acknowledge and agree that this declaration does not oblige UEFA to disclose any confidential information or to negotiate or enter into any form of future declaration or relationship.

### Access to UEFA's archives

I hereby acknowledge that I have taken note of the UEFA directives regarding the use of UEFA's archives (document available at [www.UEFA.org](http://www.UEFA.org)). I agree to take the necessary steps with the relevant UEFA services if the nature of my research project means that I require access to UEFA's archives.

### Data protection

I undertake to respect any data protection instructions issued by UEFA.

In particular, I will not bring to the attention of or transmit to third parties any data on UEFA members and/or partners (associations, clubs, players, officials, sponsors, etc.) or any other identifiable data concerning UEFA activities that is not publicly available.

Data and confidential information refer in particular to contract-related information, TV rights, referee appointments, disciplinary cases, fines, and the financial situation and policy-related objectives of UEFA.

### Intellectual property rights

I acknowledge and agree that UEFA will have free-of-charge, unlimited, non-exclusive and non-transferable licence to any and all intellectual property rights created, developed and/or used in direct connection with my research supported with the grant from UEFA, including without limitation any rights to the research material, and that such intellectual property rights do not and will not infringe the rights of any third party. As deemed necessary, I hereby assign to UEFA such licence to any intellectual property arising from my research and the final report.

I shall fully indemnify, hold harmless and defend UEFA against any and all claims and/or liabilities, damages, costs and expenses (including but not limited to lawyer's fees) arising from or relating to any claim against UEFA concerning alleged infringements of any patent, trademark, copyright or other right of a third party as a result of, or in connection with, my research.

### Restriction of publication and public presentation

If all or part of the final report is used as part of my doctoral thesis, nothing in this declaration prevents me from submitting my doctoral thesis for assessment, the only restriction being that UEFA may require my doctoral thesis to be submitted to the examiners in confidence.

Prior to any publication and/or public presentation, including but not limited to a publication and/or public presentation relating to my doctoral thesis if this contains all or part of the final report, I and any other author wishing to publish or communicate such information shall forward full details of the proposed publication or presentation to UEFA in writing, together with a request for permission to publish or present the information.

Within 30 days of receipt of any such request, UEFA shall notify me of whether permission has been granted, denied, delayed or subjected to conditions. UEFA does not have to justify its decision in this respect.

UEFA may, at its sole discretion:

- grant permission, including permission subject to binding conditions;
- deny permission;
- delay permission;
- suggest alterations to the publication and/or presentation.

If UEFA fails to notify me of any decision within 30 days of receipt of my request, then I and any other authors will be entitled to proceed with the publication and/or presentation.

Unless UEFA decides otherwise, I will mention, in a manner to be approved in advance by UEFA, that I benefited from a UEFA research grant in any publication and/or public presentation connected to the research project that is financially supported by UEFA.

### Grant/financial support

I, \_\_\_\_\_, understand that a UEFA research grant has been awarded to me in order to support me in my research project on \_\_\_\_\_ and in the completion of my final report.

If a UEFA research grant is awarded to me, the total net amount of that research grant will be €\_\_\_\_\_, payable in three instalments as detailed in Annex 1.

By accepting this UEFA research grant, I agree to the terms of this declaration, including – but not limited to – the following:

I will set an example and promote excellence through my work.

I will submit to UEFA an interim report on my work of approximately 15 pages by 30 November 2017.

I will complete my research and submit to UEFA my final report of approximately 40 pages (excluding appendices) by no later than 31 March 2018.

The final report will comply with the specifications defined in Annex 2.

All work will be submitted on time and will be acceptable in terms of legibility and content.

If I think, or could reasonably be expected to have thought, that the final report may not be completed within the timeframe indicated above, I will:

1. inform UEFA of this; and
2. provide a new schedule setting out the expected timeline.

On receipt of such information, UEFA may:

1. agree to the new timetable;
2. refuse the new timetable and propose an alternative; or
3. refuse the new timetable and withdraw the UEFA research grant.

I am responsible for bearing all costs associated with my research, including all taxes and other expenses.

I am responsible for all the necessary investment and infrastructure costs to ensure that the final report is delivered to the highest quality and standard of professionalism required by UEFA.

Having made a personal assessment of my circumstances, I am able to make the commitment needed to complete the final report. I understand the amount of time and effort required.

### Repayment

I further understand that if I do not abide by these terms, I will become liable to repay the UEFA research grant in full. If funds are not repaid, UEFA may seek reimbursement through legal proceedings and may report the outstanding debt to a debt collection agency.

### Withdrawal of the UEFA research grant

I accept that UEFA may withdraw the UEFA research grant with ten days' written notice if:

- UEFA deems the progress I have made with my research is unsatisfactory;
- I fail to submit my interim report to UEFA by 30 November 2017;
- I discontinue my research prior to completion of the final report;
- I do not submit my final report by 31 March 2018; and/or
- I am in breach of any provision of this declaration.

If the UEFA research grant is withdrawn, the repayment clause above applies.

### Guarantees and restrictions

I guarantee that, at the date of signing this declaration, no conflict of interest exists or is likely to arise in the performance of my obligations under this declaration.

If a conflict of interest arises during the term of my research, I will immediately notify UEFA that such a conflict exists.

I will perform the research myself.

I will not damage the reputation or rights of UEFA in any way during my research and the production of my final report.

I acknowledge and guarantee that I will not use any marks, including but not limited to trademarks, service marks or logos belonging to UEFA. Furthermore, I acknowledge and accept that I have absolutely no rights in this respect and cannot associate myself in any manner whatsoever, directly and/or indirectly, with UEFA or any of UEFA's competitions, events and/or activities.

I am not entitled to communicate the name of UEFA or of any of its competitions, events and/or activities, including but not limited to promotional and marketing campaigns, for promotional or advertising purposes.

I will not take any steps or make any filing or registration concerning intellectual property rights, including but not limited to trademarks, logos, patents or internet domain names, in connection with UEFA or this declaration.

I acknowledge and agree that no joint venture, partnership, employment contract, agency or fiduciary relationship exists between UEFA and me, and that this declaration is not intended to create such a relationship.

### Applicable law and place of jurisdiction

My obligations and responsibilities under this declaration continue after it expires. Changes to this declaration may only be made in writing and if signed by UEFA and myself.

This declaration shall be governed and construed in accordance with Swiss law, without regard to its choice-of-law principles. The exclusive place of jurisdiction is Nyon, Switzerland.

By signing this declaration, I agree that it is fair and binding. I understand and agree to all the terms contained herein and will do my utmost to adhere to them.

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**Name of Researcher**

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**Signature**

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**Date**

**Annex 1**

The total amount of the UEFA research grant is €\_\_\_\_\_, payable in three instalments according to the following schedule:

One third of the total amount (€\_\_\_\_\_) to be paid at the beginning of the research project (June 2017) following receipt of this declaration signed by the beneficiary.

One third of the total amount (€\_\_\_\_\_) to be paid halfway through the research project (January 2018) following the approval of the interim report by UEFA (report to be submitted by 30 November 2017 at latest).

One third of the total amount (€\_\_\_\_\_) to be paid at the end of the research project (June 2018) following UEFA's approval of the final report (by no later than 31 March 2018) and presentation of the research study at UEFA headquarters.

**Annex 2**

The minimum specifications of the final report must correspond to the research proposal submitted and must take into consideration any feedback received from the UEFA Research Grant Programme Jury and from UEFA.



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