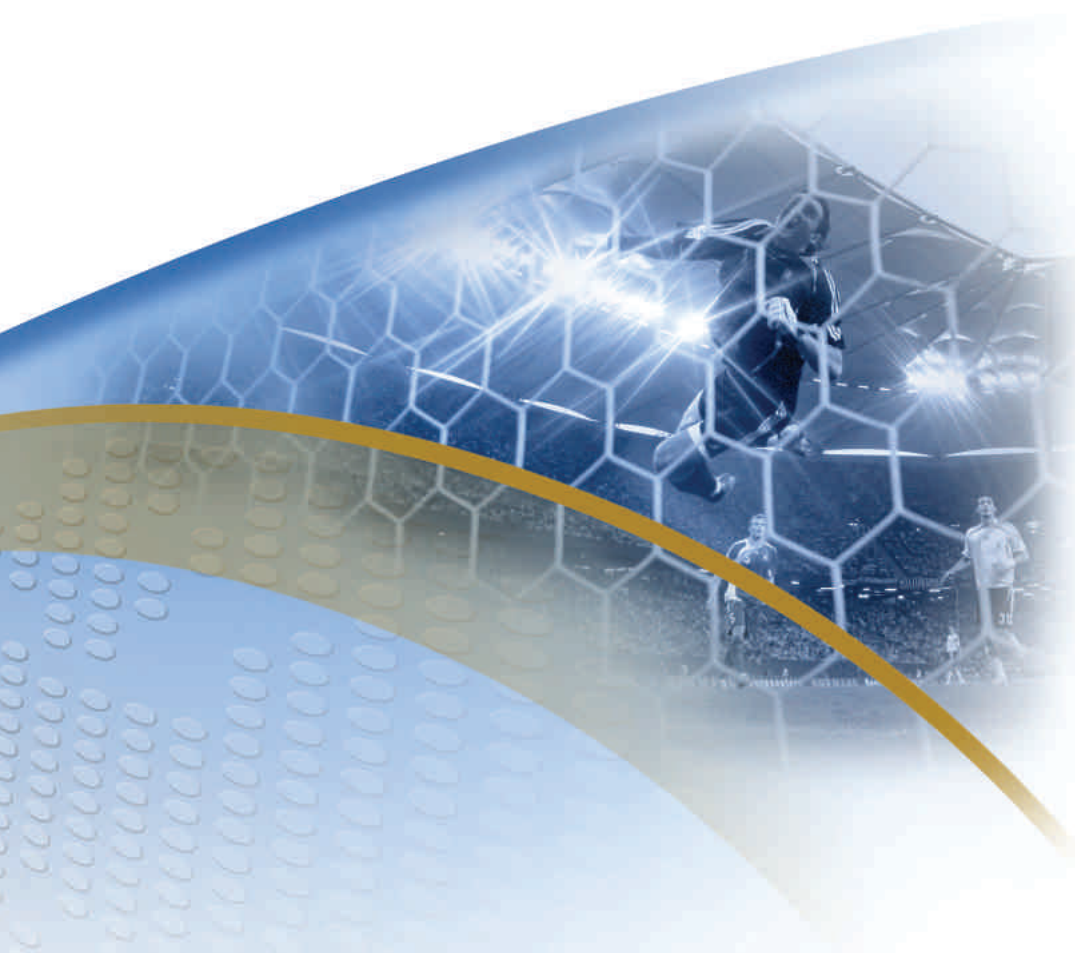


WE CARE ABOUT FOOTBALL



Regulations for Licensed UEFA Match Agents

Edition 2009

CONTENTS

| | |
|---|----------|
| I. General provisions | 1 |
| <i>Article 1 – Definition of terms</i> | 1 |
| <i>Article 2 – Substantive scope of application</i> | 1 |
| <i>Article 3 – Licence requirement and territorial scope of application</i> | 1 |
| II. UEFA Match Agent Licence | 2 |
| <i>Article 4 – Licence-holders</i> | 2 |
| <i>Article 5 – Licence - personal and property of UEFA</i> | 2 |
| <i>Article 6 – Marketing of the licence</i> | 2 |
| <i>Article 7 – Validity of the licence</i> | 2 |
| III. Rights and Obligations of UEFA Licensed Match Agents | 3 |
| <i>Article 8 – Rights</i> | 3 |
| <i>Article 9 – Obligations</i> | 3 |
| IV. Professional Liability Insurance and Bank Guarantee | 4 |
| <i>Article 10 – Professional liability insurance</i> | 4 |
| <i>Article 11 – Bank guarantee</i> | 5 |
| <i>Article 12 – Common provisions</i> | 5 |
| V. Licence Procedure | 5 |
| <i>Article 13 – Member association</i> | 5 |
| <i>Article 14 – Application</i> | 6 |
| <i>Article 15 – Preliminary examination by the member association</i> | 6 |
| <i>Article 16 – Assessment by UEFA administration</i> | 6 |
| <i>Article 17 – Decision by sub-committee</i> | 7 |
| <i>Article 18 – Follow-up by UEFA administration</i> | 7 |
| <i>Article 19 – Renewal of licence</i> | 8 |
| <i>Article 20 – Suspension of licence</i> | 8 |
| <i>Article 21 – Return of licence</i> | 8 |
| <i>Article 22 – Cancellation of insurance policy and return of bank guarantee</i> | 8 |
| <i>Article 23 – Publication</i> | 9 |
| VI. Contracts involving a Match Agent | 9 |
| <i>Article 24 – Mandate contract (“Mandate”)</i> | 9 |
| <i>Article 25 – Match contract</i> | 10 |

| | |
|--|-----------|
| VII. Final Provisions | 10 |
| <i>Article 26 – Unforeseen circumstances</i> | 10 |
| <i>Article 27 – Disputes</i> | 11 |
| <i>Article 28 – Disciplinary action and withdrawal of licence</i> | 11 |
| <i>Article 29 – Annexes</i> | 11 |
| <i>Article 30 – Implementation of these regulations</i> | 11 |
| <i>Article 31 – Authoritative version</i> | 12 |
| <i>Article 32 – Adoption, entry into force, abrogation and modification</i> | 12 |
| <i>Article 33 – Transitional provisions</i> | 12 |
| | |
| ANNEX A: CONTRACT BETWEEN THE UEFA LICENSED MATCH AGENT AND THE CLUB/MEMBER ASSOCIATION (“MANDATE CONTRACT”) | 13 |
| ANNEX B: CONTRACT BETWEEN THE UEFA LICENSED MATCH AGENT AND PARTICIPATING CLUB/MEMBER ASSOCIATION (“MATCH CONTRACT”) | 18 |
| ANNEX C: APPLICATION FORM (APPLICANT) | 26 |
| ANNEX D: APPLICATION FORM (MEMBER ASSOCIATION) | 29 |
| ANNEX E: BANK GUARANTEE (MASTER) | 33 |
| ANNEX F: USE OF UEFA LICENSED MATCH AGENT LOGO | 34 |
| ANNEX G: AFFIDAVIT (MASTER) | 36 |
| ANNEX H: LICENCE (CREDIT CARD FORMAT) | 37 |

Preamble

Based on Articles 2(2) and 23(1) of the *UEFA Statutes* the following regulations have been adopted.

I. General provisions

Article 1 – Definition of terms

- 1 For the purpose of these regulations, the following definitions apply:
- a) To arrange: to bring together, on a contractual basis, club or representative teams for the staging of a match, tournament or tour.
 - b) Match, tournament or tour: friendly football matches on the territory of UEFA, irrespective of whether such matches take place outdoors or indoors.
 - c) Sub-committee: sub-committee of the UEFA Players' Status, Transfer and Agents and Match Agents Committee as provided for in Article 31(2) of the UEFA Organisational Regulations responsible for carrying out the tasks related to licensed UEFA match agents.
 - d) Member association: a national football association affiliated to UEFA.
 - e) NAC: independent and impartial national court of arbitration referred to in the statutes of the member association concerned.
 - f) CAS: Court of Arbitration for Sport in Lausanne (Switzerland).
 - g) Domestic dispute: dispute between parties with legal residence in the territory of the same member association.
 - h) International dispute: dispute between parties with legal residence in the territories of different member associations.
- 2 In these regulations, the use of the masculine form refers equally to the feminine.

Article 2 – Substantive scope of application

- 1 These regulations govern the activities of a licensed UEFA match agent pertaining to the arranging of matches, tournaments or tours.
- 2 They only govern activities concerning the relationship between the match agent and a UEFA member association, a club and/or another match agent.

Article 3 – Licence requirement and territorial scope of application

- 1 Anyone wishing to arrange matches, tournaments or tours within the territory of UEFA involving representative teams and/or clubs affiliated to UEFA member associations needs a UEFA match agent licence.

- 2 Only duly appointed officials or employees of UEFA's member associations or of clubs affiliated to UEFA's member associations are exempted from this obligation, as long as the relevant member association or club is participating in the corresponding event.
- 3 Anyone wishing to arrange any other match, tournament or tour shall be required to obtain a FIFA match agent licence in accordance with the *FIFA Match Agents Regulations*.

II. UEFA Match Agent Licence

Article 4 – Licence-holders

Only an individual may hold a UEFA match agent licence (hereinafter: the licence).

Article 5 – Licence - personal and property of UEFA

- 1 The licence shall be personal and may not be transferred or assigned to others.
- 2 The licence exclusively entitles the match agent to act on his own behalf and not to exercise the activity as an organ or representative of any other legal or natural person.
- 3 The licence is issued in the shape of a credit card and remains the property of UEFA. The applicant shall be required to pay a deposit fee of EUR 200 to obtain the licence. This deposit will be reimbursed upon receipt by UEFA of the licence card duly returned by the licence-holder at his own cost following expiry, cancellation, suspension or withdrawal of the licence.

Article 6 – Marketing of the licence

The licence is not commercial property that can be negotiated, loaned, sold or otherwise traded.

Article 7 – Validity of the licence

- 1 The licence shall be valid for a period of five years from the date of its issue.
- 2 On expiry of this initial five-year period, the licence may be renewed for periods of eight years.

III. Rights and Obligations of UEFA Licensed Match Agents

Article 8 – Rights

The licence-holder shall have the following rights:

- a) Authority to organise matches, tournaments or tours of representative teams or of clubs of any UEFA member association played on the geographical territory of UEFA's member associations;
- b) Entitlement to a UEFA match agent licence;
- c) Entitlement to a commission for his activities as a match agent;
- d) Entitlement to use the UEFA match agent's logo (Annex F);
- e) Entitlement to attend draws for UEFA club competitions subject to the accreditation requirements for each draw as decided by the UEFA administration;
- f) Entitlement to take part in a meeting with all licensed UEFA match agents organised by the UEFA administration at least once every five years in order to exchange views on match agent matters and to elect a spokesman and his deputy to represent the licensed UEFA match agents vis-à-vis UEFA;
- g) Entitlement to propose candidates for the roles of spokesman and deputy spokesman, who may be invited to attend the meetings of the sub-committee as observers;
- h) Entitlement to assistance from the UEFA administration in the organisation of such matches, tournaments or tours.

Article 9 – Obligations

The licence-holder shall have the following obligations:

- a) To conclude and maintain professional liability insurance in accordance with Article 10 below or to deposit a bank guarantee in accordance with Article 11 below;
- b) To pay the insurance premium or the bank guarantee fee by the due date, during the whole agreed contractual period and for as long as the licence is valid;
- c) To conclude a written contract with the club or member association he is representing and to obtain the legally valid and written power of authority of the same. This contract shall include the minimum content laid down in Article 24 below;
- d) To conclude written contracts with the clubs or member associations that agree to participate in the match, tournament or tour to be arranged by the match agent. Such contracts may also be concluded with other match agents representing the participating clubs or member associations and shall include the minimum content laid down in Article 25 below;

- e) To respect the statutes, regulations, directives and decisions of UEFA and the concerned member association at all times;
- f) To act in accordance with the principles of loyalty, integrity and sporting fairness;
- g) To take all necessary measures to obtain the required approval of the arranged match, tournament or tour from the competent UEFA member association and from UEFA or FIFA;
- h) To notify the UEFA administration of any changes to contact details or to admission documents.

IV. Professional Liability Insurance and Bank Guarantee

Article 10 – Professional liability insurance

- 1 A licence applicant, or a match agent applying to renew his licence, shall conclude professional liability insurance (hereinafter: insurance policy) in his own name with an insurance company recognised by the sub-committee in the country in which the applicant is resident. However if the licence applicant, or the match agent wishing to renew his licence, resides in the European Union (EU)/European Economic Area (EEA), he may conclude the requisite insurance policy with an insurance company in any EU/EEA country provided that this company is recognised by the sub-committee.
- 2 The insurance policy must cover any claims for compensation made by any party under contract with a match agent and which arise from the match agent's activities.
- 3 The minimum amount to be covered by the insurance policy shall not be less than EUR 125,000 (one hundred and twenty-five thousand euros) or the equivalent in another currency at the date on which the policy is concluded.
- 4 The match agent must ensure insurance coverage during the entire validity period of the licence.
- 5 The insurance policy must also cover claims made after expiry of the policy concerning events that occurred while the policy was still valid.
- 6 The policy must include a provision according to which the insurance company undertakes to inform UEFA of any amendment to the insurance policy and of the non-payment of the insurance premium by the due date.
- 7 The insurance company may not transfer the policy to any other company without the prior consent of UEFA.

Article 11 – Bank guarantee

- 1 A licence applicant or a match agent wishing to renew his licence may opt to deposit an irrevocable bank guarantee to the amount of EUR 62,500 (sixty-two thousand five hundred euros) in accordance with the provisions of Annex E instead of procuring insurance coverage under Article 10. The guarantee shall be issued by a Swiss bank or a Swiss subsidiary of an international bank recognised by the sub-committee for a period of six years in case of first issue of the licence and nine years in case of renewal of the licence.
- 2 The bank guarantee shall be exercised by UEFA to cover any claims for compensation made by any party under contract with a match agent and which arise from the match agent's activities. The amount of the guarantee (EUR 62,500) does not represent the maximum amount that may be due to any party claiming damages and UEFA reserves all its rights and remedies under law to cover such claims.
- 3 Only UEFA shall have access to this bank guarantee. The guaranteed sum of EUR 62,500 must be paid immediately on the first request of the UEFA General Secretary or his deputy.
- 4 If the amount of the guarantee is reduced by a payment from the bank in response to a claim for damages against a match agent, the match agent's licence will be suspended immediately until the bank guarantee has been restored to its full amount (EUR 62,500).

Article 12 – Common provisions

- 1 The match agent is required to renew the insurance policy or to prolong the bank guarantee to cover the required period in line with any licence extension, and to send the relevant documents to the UEFA administration by due time.
- 2 The insurance policy or the bank guarantee may also cover FIFA players' agent and/or FIFA match agent activities carried out by the same individual. Such activities must be clearly indicated in the written policy as well.
- 3 UEFA is therefore entitled, at its sole discretion, to demand that the insurance policy be increased to EUR 187,500 and the bank guarantee to EUR 93,750.

V. Licence Procedure

Article 13 – Member association

- 1 The general secretary of a UEFA member association is responsible for the management of any issues related to UEFA match agents operating in its

geographical territory if this responsibility has not been delegated to another person within its administration.

- 2 The responsible person supports the UEFA administration in matters related to match agents in accordance with these regulations.

Article 14 – Application

- 1 An applicant for a licence shall submit his application to the member association in whose territory he legally resides. The applicant is requested to use the form provided in Annex C.
- 2 Together with his application, the applicant shall enclose originals of the following documents, as well as, if needed, an official translation in one of the three official UEFA languages:
 - a) Proof that his residence is situated in the geographical territory of the corresponding member association;
 - b) Current extract from criminal record issued by the competent state authority;
 - c) In countries where no such criminal record exists, an affidavit (Annex G) that he has committed no offence or crime of a pecuniary nature according to the criminal legislation, legalised by a notary;
 - d) Curriculum vitae, containing details of education and professional training, as well as current professional activities;
 - e) One recent passport photo (approximately 3.5 x 4.0 cm);
 - f) Photocopy of his passport, showing details of validity and passport number;
 - g) Draft insurance policy or a letter of intent from the bank to conclude a bank guarantee.

Article 15 – Preliminary examination by the member association

- 1 The relevant member association shall examine the content and completeness of the documents submitted.
- 2 As the case may be, the relevant member association may invite the applicant for an interview to assess his knowledge of the terms of these regulations.
- 3 The member association shall submit the form (as provided in Annex D), including the relevant documents and its recommendation, to the UEFA administration within 30 days of its receipt from the applicant.

Article 16 – Assessment by UEFA administration

- 1 The UEFA administration shall acknowledge receipt of the application to the relevant member association.

- 2 The UEFA administration shall examine the application and inform the applicant about the next steps. It may require an official translation of any document in one of the official UEFA languages.
- 3 The UEFA administration shall submit the complete application file to the sub-committee for decision.

Article 17 – Decision by sub-committee

- 1 On receipt of the complete application file, the sub-committee shall take a decision as to whether a licence shall be issued or not.
- 2 If the sub-committee approves the application, such approval is subject to the subsequent submission of the original professional liability insurance policy or the original bank guarantee as well as the deposit fee in compliance with these regulations.
- 3 If the sub-committee rejects the application, the applicant may request referral of the matter to the UEFA Players' Status, Transfer and Agents and Match Agents Committee for reconsideration, in writing and stating the reasons, within 30 days of receipt of the negative decision of the sub-committee. The decision of the UEFA Players' Status, Transfer and Agents and Match Agents Committee is final.
- 4 The sub-committee and the UEFA Players' Status, Transfer and Agents and Match Agents Committee may take decisions by way of postal correspondence, by fax or by email.
- 5 The decision of the sub-committee and the UEFA Players' Status, Transfer and Agents and Match Agents Committee is communicated by registered letter to the applicant by the UEFA administration.

Article 18 – Follow-up by UEFA administration

- 1 Within 60 days of communication of a positive decision, the applicant shall submit to the UEFA administration the following:
 - a) the original certificate of the professional liability insurance policy or the original version of the bank guarantee in compliance with these regulations;
 - b) a payment of EUR 200 as a deposit for the licence.
- 2 If the documents required by UEFA have not been received within the 60-day deadline, the application shall be considered null and void.
- 3 After the UEFA administration has carried out a final assessment of the insurance policy or the bank guarantee, and received the deposit in full, it will send the licence to the match agent concerned.

Article 19 – Renewal of licence

- 1 A request to renew a licence shall be submitted in writing, together with the up-to-date documents listed in Article 14(2) and an original certificate from the renewed insurance policy or renewed bank guarantee, to the UEFA administration at least 45 days before the licence expires.
- 2 The UEFA administration shall consult the corresponding member association, which shall give a recommendation on the renewal of the licence.
- 3 The file shall then be submitted to the sub-committee, which shall decide on the renewal of the licence.
- 4 If the sub-committee rejects the request to renew the licence, Articles 17(3) et seq. apply accordingly.

Article 20 – Suspension of licence

- 1 The sub-committee suspends a match agent's licence if the licence-holder no longer has any or sufficient insurance coverage, if he does not pay the insurance premium anymore and refuses to do so within the deadline set by the UEFA administration, or if the bank guarantee has expired or is no longer valid.
- 2 The sub-committee shall lift the suspension with immediate effect if the match agent concerned provides full written evidence that the reason for the suspension is no longer valid.
- 3 The UEFA administration shall communicate such decisions by registered letter to the match agent concerned.

Article 21 – Return of licence

- 1 A match agent has to return his licence to the UEFA administration immediately and at his own expense if:
 - a) he gives up his match agent activities while the licence is valid;
 - b) he does not request a renewal of the licence after its expiry;
 - c) his renewal request is rejected;
 - d) his licence is suspended;
 - e) his licence is withdrawn.
- 2 Once the licence has been returned to the UEFA administration, the latter will reimburse the deposit fee.

Article 22 – Cancellation of insurance policy and return of bank guarantee

- 1 The match agent may only cancel his insurance policy with the approval of the UEFA administration and after having returned the licence to the latter.

- 2 The bank guarantee shall be reimbursed to the match agent or the corresponding bank three months after receipt of the licence by the UEFA administration provided that no complaints are lodged with the UEFA administration against the match agent within the same time period.

Article 23 – Publication

The granting, renewing, suspending, withdrawing and returning of licences, as well as the lifting of licence suspensions, will be published by the UEFA administration in *uefadirect* and on the UEFA website along with the contact details of the licence-holders concerned.

VI. Contracts involving a Match Agent

Article 24 – Mandate contract (“Mandate”)

- 1 The match agent must conclude a written mandate contract with the club or the member association he is representing. This mandate contract shall include the following minimum content (see attached Annex A):
- a) Specification regarding the scope of the mandate, including the type and extent of power of authority granted to the match agent.
 - b) Arrangement regarding compensation for the match agent. Such compensation shall not exceed 25% of the net fee agreed with the represented club or member association. Contractual provisions that contain higher compensation shall be null and void, but do not affect the validity of the other clauses of the contract. If the contract does not contain any clause regarding compensation, the match agent shall be entitled to 10% of the amount agreed with the represented club or member association.
 - c) Provisions regarding the exploitation of the commercial rights (e.g. audiovisual rights, marketing rights, sponsorship, ticketing, etc.) of the match, tournament or tour.
 - d) Confirmation that the parties have taken note of these regulations and undertake to observe the provisions thereof.
 - e) Depending on the legal residence of the contractual parties, obligation to submit any dispute regarding this mandate exclusively either to the NAC or to the CAS in accordance with these regulations.
 - f) Unambiguous provision specifying the parties that will have to sign the match contract with the participating clubs/member associations.
- 2 Each party must sign the contract and receive a signed original.
- 3 A club or a member association represented by a match agent shall confirm such a mandate contract upon request to any other club or member association involved in the staging of the match, tournament or tour.

Article 25 – Match contract

- 1 The match agent must conclude written match contracts with the clubs or member associations that agree to participate in the match, tournament or tour to be arranged by the match agent. These contracts shall include the following minimum content (see attached Annex B):
 - a) Provision for the settlement of the travel expenses, board and accommodation costs of the contractual parties.
 - b) Provision of the net compensation due to the contractual parties (after deduction of all costs, fees and taxes).
 - c) Consequences applicable in the event of the match(es) being postponed for reasons of force majeure.
 - d) Consequences applicable in the event of a player whose appearance has been agreed by contract being unable to play (including for reasons of force majeure).
 - e) Provision regarding the exploitation of the commercial rights (e.g. audiovisual rights, marketing rights, sponsorship, ticketing etc) of the match, tournament or tour.
 - f) Confirmation that the parties have taken note of these regulations and undertake to observe the provisions thereof.
 - g) Provision regarding the various insurance policies to be concluded for the match, tournament or tour.
 - h) Depending on the legal residence of the contractual parties, obligation to submit any dispute regarding this contract exclusively either to the NAC or to the CAS in accordance with these regulations.
- 2 Each party must sign the contract. The club/member association that is represented by the match agent must sign the contract if this is provided for in the corresponding mandate contract.
- 3 Each party must receive a signed original.
- 4 The match agent and/or the club or member association he is representing must provide the association responsible for authorising the match, tournament or tour with the required information.

VII. Final Provisions

Article 26 – Unforeseen circumstances

The sub-committee shall take a final decision on any cases that are not provided for in these regulations according to the relevant FIFA regulations and the principles of right and justice.

Article 27 – Disputes

- 1 In the event of a dispute between a match agent and a UEFA member association, a club and/or another match agent arising from the written contract concluded with the match agent, any of these parties may submit a written request to the UEFA administration for conciliation provided that:
 - a) this dispute falls within the scope of application of these regulations; and
 - b) not more than two years have elapsed since the facts leading to the dispute arose.
- 2 The UEFA administration shall act as intermediary and assist the parties to find an amicable solution to the dispute.
- 3 Each party may at any time submit:
 - a) any domestic dispute arising from these regulations to the NAC, which shall definitively settle the dispute to the exclusion of any ordinary court, unless expressly prohibited by the national legislation;
 - b) any international dispute arising from these regulations to the CAS in accordance with the relevant provisions of the *UEFA Statutes*. The CAS shall definitively settle the dispute to the exclusion of any ordinary court or any other court of arbitration.

Article 28 – Disciplinary action and withdrawal of licence

- 1 Any breach of these regulations may be penalised by UEFA in accordance with the *UEFA Disciplinary Regulations*.
- 2 The competent UEFA disciplinary body shall be entitled to withdraw a licence if a match agent has:
 - a) obtained the licence on the basis of false information;
 - b) committed serious violations against the provisions of these regulations; or
 - c) committed repeated violations against the provisions of these regulations.
- 3 The withdrawal of a licence shall bar the person in question from submitting a new licence application.

Article 29 – Annexes

All annexes to the present regulations form an integral part thereof.

Article 30 – Implementation of these regulations

The UEFA administration is entitled to adopt, in the form of directives, the detailed provisions necessary for implementing these regulations and take all appropriate decisions necessary for that purpose.

Article 31 – Authoritative version

If any discrepancies arise between the German, English or French wording of the regulations, the English version shall be deemed authoritative.

Article 32 – Adoption, entry into force, abrogation and modification

- 1 These regulations were adopted by the UEFA Executive Committee at its meeting on 11 December 2008.
- 2 They come into force on 1 January 2009.
- 3 They replace the Regulations for Licensed UEFA Match Agents (2003 edition).
- 4 The provisions of Article 31(1)(d) to Article 31(1)(i) and Article 31(3) of the *UEFA Organisational Regulations (2007 edition)* are repealed on the day of entry into force of these regulations.

Article 33 – Transitional provisions

- 1 Any dispute between a match agent and a UEFA member association, a club and/or another match agent, which is based on a contract concluded before the day of entry into force of these regulations, shall be settled in compliance with the *Regulations for Licensed UEFA Match Agents (2003 edition)*.
- 2 Any application request for a licence or request for renewal of a licence, which has been submitted to the corresponding member association before the day of entry into force of these regulations shall be dealt with according to the *Regulations for Licensed UEFA Match Agents (2003 edition)*.

For the UEFA Executive Committee:

Michel Platini
President

David Taylor
General Secretary

Nyon, 12 December 2008

ANNEX A: Contract between the UEFA licensed match agent and the club/member association (“Mandate Contract”)

This contract is concluded between

[.....] (hereafter: the Match Agent)

(Name and full address of the UEFA licensed match agent)

and

[.....] (hereafter: the Club/Member Association)

(Name and full address of the club/member association)

Represented by [.....]

(Name(s), address(es) and position(s) of the duly authorised signatories of the Club/Member Association)

Preamble

The Club/Member Association intends to participate in a football match [tournament or tour] and wishes the Match Agent to arrange and/or organise such a match [tournament or tour] as well as to contract the opponent team(s) to participate in a match [tournament or tour]. The Match Agent agrees to arrange the match [tournament or tour] on the terms and conditions set out in this contract.

1. Scope of mandate¹

1.1. The Club/Member Association hereby entrusts the Match Agent with arranging the following football match [tournament or tour]:

[Club/member association] v [Club/member association]

1.2. This match [tournament or tour] shall take place as follows:

- a. Date(s): [day/month/year]
- b. Time of kick-off: [time am/pm]
- c. Match venue: [full address of stadium]
- d. Host: [name and address]²

¹ Mandatory clause according to Art. 24(1)(a).

² The parties should arrange a host for such a match [tournament or tour]. It may be either an appointed football club or an appointed UEFA member association which offers its stadium for the match [tournament or tour]. The host may also be a participating club/member association. For tournaments and tours several hosts may be appointed.

- 1.3. The Match Agent shall act in good faith and according to the instructions and guidelines given by the Club/Member Association in writing. Any urgent verbal instructions shall be confirmed in writing at the earliest possible time.

2. Participation fee

- 2.1. The net financial fee to be paid by the Club/Member Association [or by the Match Agent] to a club or member association for its participation in the above match [tournament or tour] shall not exceed [currency and amount].
- 2.2. This amount is exclusive of all costs and state levies (taxes, fees, etc.). Such costs or state levies shall be borne by the Club/Member Association [the Match Agent or the participating club/member association, etc.].

3. Power of attorney to sign a match contract³

- 3.1. The Match Agent is hereby authorised to represent the Club/Member Association in any negotiation related to the arranging of the above match [tournament or tour] and to conclude on behalf and in the name of the Club/Member Association any contract in this respect, in particular the contract with the club(s)/member association(s) that agree(s) to participate in the match [tournament or tour] ("Match Contract").
- 3.2. [Alternative: Notwithstanding the above, any contract with a club or member association that agrees to participate in such a match, tournament or tour shall be co-signed by both the Club/Member Association and the Match Agent.]

4. Authorisation of the match [tournament or tour]⁴

- 4.1. The parties take note that the match [tournament or tour] must be authorised by the competent football governing bodies (member association in the territory where the match [tournament or tour] is to be played and UEFA or FIFA).
- 4.2. The Club/Member Association and the Match Agent agree that [XY, host club] is responsible for obtaining the aforementioned authorisation(s) in due time and that the Match Agent may assist in this regard.

³ Mandatory clause according to Art. 24(1)(f).

⁴ See Art. 9(1)(g).

5. Commercial rights to the match [tournament or tour]⁵

- 5.1. All commercial rights relating to the match [tournament or tour] shall belong to the Club/Member Association [Participating Club/Member Association, Match Agent], which is the exclusive, absolute legal and beneficial owner.⁶
- 5.2. These commercial rights⁷ shall consist of:
 - a. The media rights, which means the right to create and transmit for reception on a live or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including, without limitation, all forms of television, radio, wireless and internet distribution) audiovisual, visual and/or audio coverage of the match [all tournament or tour matches] and all associated and/or related rights, including interactive rights;
 - b. The marketing rights, which means the right to advertise, promote and market the match [tournament or tour], to conduct public relations activities in relation to the match [tournament or tour], and to exploit all advertising, sponsorship, hospitality, licensing, merchandising, publishing and franchising opportunities and all other commercial association rights in relation to the match [tournament or tour];
 - c. The data rights, which means the right to compile and exploit statistics and other data in relation to the match [tournament or tour].

6. Remuneration⁸

- 6.1. The Match Agent shall be entitled to a commission of [...] % (maximum of 25%) of the net fee agreed with the club(s)/member association(s) that undertake(s) to participate in the match [tournament or tour] to be arranged, i.e. [currency and amount].
- 6.2. The Match Agent is only entitled to the aforementioned commission if the match [tournament or tour] takes place.

⁵ Mandatory clause according to Art. 24(1)(c).

⁶ The parties may, of course, agree any other legally possible allocation of the commercial rights.

⁷ It must be taken into account that such commercial rights might have already been assigned to third parties or that the Club/Member Association might not be entitled to dispose of such commercial rights for any other reason.

⁸ Mandatory clause according to Art. 24(1)(b).

- 6.3. In addition, the Club/Member Association undertakes to reimburse the Match Agent for all advances, costs and other expenses up to [currency and amount] disbursed in the course of his/her activities on behalf of the Club/Member Association within the scope of the present contract. Such reimbursement is also due if the match [tournament or tour] to be arranged does not take place due to a cancellation by one of the participating teams or force majeure.
- 6.4. All payments to the Match Agent shall be made on [day/month/year] by electronic bank transfer to the bank account specified in writing by the Match Agent.

7. Termination

- 7.1. Either party may terminate this contract at any time with immediate effect upon written notice to the other party.
- 7.2. If the termination is effected at an improper time, the party terminating is liable to the other party for the damages caused.

8. Final provisions

- 8.1. The parties to the contract have taken due note of the provisions of the UEFA Regulations for Licensed UEFA Match Agents and undertake to respect them.⁹
- 8.2. They recognise the NAC¹⁰ and the CAS as independent and impartial courts of arbitration for any dispute settlement to the exclusion of any ordinary court and agree to respect any decision taken by them.¹¹
- 8.3. Depending on the legal residence of the parties, they shall submit any dispute arising from this contract exclusively either to the NAC or to the CAS¹² in accordance with the UEFA Regulations for Licensed UEFA Match Agents.
- 8.4. This contract shall be subject to the laws of [e.g. laws of Switzerland]¹³.

⁹ Mandatory clause according to Art. 24(1)(d).

¹⁰ See Art. 1(1)(e).

¹¹ See Art. 24(1)(e).

¹² Mandatory clause according to Art. 24(1)(e).

¹³ If both parties have legal residence in the same state, then it should be agreed that the corresponding national law applies. If the contracting parties have legal residence in different states, then they should agree on the applicable law. They may choose between the national law of the territory where the Club/Member Association has its legal residence or the national law of the territory where the Match Agent has his/her legal residence. Alternatively, the parties may agree on the law of a third territory, in order not to benefit one or the other party.

- 8.5. The Club or a Member Association represented by the Match Agent shall confirm this Mandate Contract upon request to any other club or member association involved in the staging of the match [tournament or tour].¹⁴
- 8.6. This contract shall be drawn up in duplicate and each party to the contract shall receive one copy.

The Match Agent:

| | | |
|---------|---------|-----------|
| [.....] | [.....] | [.....] |
| Place | Date | Signature |

The Club/Member Association:

| | | |
|---------|---------|-----------|
| [.....] | [.....] | [.....] |
| Place | Date | Signature |

¹⁴ See Art. 24(3).

ANNEX B: Contract between the UEFA licensed match agent and participating club/member association (“Match Contract”)

This contract is concluded between¹⁵

[.....] (hereafter: the Club/Member Association)
(Name and full address of the club/member association)

represented by

[.....] (hereafter: the Match Agent)
(Name and full address of the UEFA licensed match agent)

and

[.....] (hereafter: the Participating Club/Member Association)
(Name and full address of the club/member association)

represented by [.....]
(Name(s), address(es) and position(s) of the duly authorised signatories of the Participating Club/Member Association¹⁶)

Preamble

The Club/Member Association intends to participate in a football match [tournament or tour] and has authorised the Match Agent to arrange such a match [tournament or tour] and to contract the Participating Club/Member Association to participate in the match [tournament or tour]. The Participating Club/Member Association agrees to participate in the match [tournament or tour] on the terms and conditions set out in this contract.

1. Object of the contract

- 1.1. The Participating Club/Member Association agrees to play in the following football match [tournament or tour]:
[Club/member association] vs [Club/member association]

¹⁵ Depending on the arrangements in the Mandate Contract (Annex A), it is also possible that the Match Contract be concluded between the Match Agent (acting in his/her own name) and the Participating Club/Member Association. It is further possible that both the Club/Member Association and the Match Agent be contractual parties to the Match Contract.

¹⁶ The Participating Club/Member Association may also be represented by a (second) UEFA licensed match agent.

- 1.2. This match [tournament or tour] shall take place as follows:
 - a. Date(s): [day/month/year]
 - b. Time of kick-off: [time am/pm]
 - c. Match venue: [full address of stadium]
- 1.3. The host of the match [tournament or tour] is [will be]:
[name and address]¹⁷
- 1.4. The Match Agent shall act in good faith and according to the instructions and guidelines given by the Club/Member Association in writing. Any urgent verbal instructions shall be confirmed in writing at the earliest possible time.

2. Participation fee¹⁸

- 2.1. In consideration of and subject to the participation of the Participating Club/Member Association in the match [tournament or tour], the Club/Member Association [the Match Agent] shall pay to the Participating Club/Member Association the sum of ... [currency and amount] payable in ...[number] instalments as follows:
 - a. [day/month/year] the sum of [currency and amount]
 - b. [day/month/year] the sum of [currency and amount]
 - c. [...]
- 2.2. This amount is exclusive of all costs and state levies (taxes, fees, etc.). Such costs and state levies shall be borne by the Club/Member Association [the Match Agent or the Participating Club/Member Association].
- 2.3. Payments shall be made by electronic bank transfer to the bank account specified in writing by the Participating Club/Member Association.

3. Travel, transport, accommodation, food and beverages¹⁹

- 3.1. The Club/Member Association [the Match Agent] undertakes to cover the costs for return tickets by plane [rail, bus] in business [economy,

¹⁷ For the organisation of the match [tournament or tour], a host must be appointed. In principle, it is either a football club or a UEFA member association which offers its stadium and executes all the tasks of the match organiser (security, refereeing, obtaining authorisation of the match, etc.). The host may also be any third party capable of delivering these services. The Participating Club/Member Association may also take over the role and tasks of host. We recommend that a written contract be drawn up with the host to clarify rights and duties. For tournaments and tours several hosts may be appointed.

¹⁸ Mandatory clause according to Art. 25(1)(b).

¹⁹ Mandatory clause according to Art. 25(1)(a).

first, second] class from ...[XY airport/city] to ...[Z airport/city] for a delegation of the Participating Club/Member Association comprising a maximum of... [number] people.

- 3.2. The Club/Member Association [the Match Agent] undertakes to provide transport from the airport in ...[place] to the hotel and from the hotel to... [place] airport for the return journey.
- 3.3. The Club/Member Association [the Match Agent] undertakes to cover the costs for accommodation at a ...[five-star, four-star, etc.] hotel with full board [half board, breakfast], including non-alcoholic drinks and ... [number] main meals, i.e. ...[breakfast, lunch and/or dinner], for a delegation of the Participating Club/Member Association comprising a maximum of ...[number] people with arrival on ... day/month/year] at ...[hours] and departure on ...[day/month/year] at ...[hours].

4. Training facilities and transport

- 4.1. The Club/Member Association [the Match Agent] undertakes to organise training facilities for the Participating Club/Member Association during its stay in ... [place] from ... [day/month/year] until ...[day/month/year].
- 4.2. The training facilities must comprise:
 - a. ...[number] full-size grass playing field(s) fully equipped for matches (minimum size 100 x 64 m);
 - b. ...[number] dressing rooms for at least 20 players each with the necessary showers and toilets;
 - c. ...[number] medical treatment room(s) with a surface area of at least 10m² and fully equipped with
 - d. ...[number] offices for the coach, materials and team administrators, each with a surface area of at least 10 m² and access to phone, fax and internet;
 - e. ...[number] meeting room(s) for the participating club for a minimum of 30 people and fully equipped with phone, fax and internet as well as a big screen, projector, etc;
 - f. Training equipment, such as
 - g. ...[other requirements].
- 4.3. These facilities and required equipment must be at the disposal of the participating team from ... [time] until ... [time] on each day when a training session has been organised. The Participating Club/Member Association shall announce the training schedule to the Club/Member Association [the Match agent] at least 14 days before the first training session takes place.

- 4.4. For transport from the hotel to the training facilities, the Club/Member Association [the Match Agent] shall provide the following vehicles, including drivers:
- a. ...[number] bus(es) for at least 50 people;
 - b. ...[number] minibus(es) for at least 10 people;
 - c. ...[number] car(s);
 - d. ...[other].

5. Obligations of the Participating Club/Member Association²⁰

- 5.1. The Participating Club/Member Association undertakes to field its strongest possible first team for this match [tournament or tour] except for any players of the team absent for any of the following reasons:
- a. Illness which has been diagnosed and certified in writing by a medical doctor;
 - b. Family reasons such as marriage of the player, expected birth of player's child, death or serious illness of the player's partner, spouse, child or other immediate relative;
 - c. ... [other reasons].
- 5.2. In particular, the team line-up should include the following players:
- a. [surname, first name, date of birth];
 - b. [surname, first name, date of birth];
 - c. [surname, first name, date of birth];
 - d. [surname, first name, date of birth];
 - e. [surname, first name, date of birth];
 - f. [surname, first name, date of birth];
 - g. [surname, first name, date of birth].
- 5.3. If any of the above players cannot be included in the team line-up for any reasons other than those mentioned in paragraph 5.1 above, the amounts stipulated under Article 2 above shall be reduced by ... [currency and amount] per player concerned.

6. Authorisation of the match [tournament or tour]²¹

- 6.1. The parties take note that the match [tournament or tour] must be authorised by the competent football governing bodies (member association in the territory where the match [tournament or tour] is to be played and UEFA or FIFA).

²⁰ Mandatory clause according to Art. 25(1)(d).

²¹ See Art. 25(4).

- 6.2. The Club/Member Association and the Match Agent agree that ...[XY, host football club, Z member association] is responsible for obtaining the aforementioned authorisation(s) in due time and that the Match Agent may assist in this regard.

7. Commercial rights²²

- 7.1. All commercial rights relating to the match [tournament or tour] shall belong to the Club/Member Association [Participating Club/Member Association, Match Agent], which is the exclusive, absolute legal and beneficial owner.²³
- 7.2. These commercial rights²⁴ shall consist of:
- a. The media rights, which means the right to create and transmit for reception on a live or delayed basis anywhere in the world by any and all means and in any and all media, whether now known or devised in the future (including, without limitation, all forms of television, radio, wireless and internet distribution) audiovisual, visual and/or audio coverage of the match [all tournament or tour matches] and all associated and/or related rights, including interactive rights;
 - b. The marketing rights, which means the right to advertise, promote and market the match [tournament or tour], to conduct public relations activities in relation to the match [tournament or tour], and to exploit all advertising, sponsorship, hospitality, licensing, merchandising, publishing and franchising opportunities and all other commercial association rights in relation to the match [tournament or tour];
 - c. The data rights, which means the right to compile and exploit statistics and other data in relation to the match [tournament or tour].

8. Insurance²⁵

- 8.1. The Club/Member Association and the Participating Club/Member Association shall take out and maintain all appropriate insurance

²² Mandatory clause according to Art. 25(1)(e).

²³ The parties may, of course, agree any other legally possible allocation of the commercial rights.

²⁴ It must be taken into account that such commercial rights might have already been assigned to third parties or that the Club/Member Association might not be entitled to dispose of such commercial rights for any other reason.

²⁵ Mandatory clause according to Art. 25(1)(g).

coverage for the members of their own delegation (including players) at their own expense.

- 8.2. The Club/Member Association [the Match Agent] shall ensure that the following insurance coverage is taken out with regard to the match [tournament or tour]:
 - a. Personal liability insurance to the sum of ...[currency and amount];
 - b. Cancellation insurance;
 - c. ...[any other item to be covered].

9. Termination

- 9.1. Either party may terminate this contract at any time upon written notice and against payment of a penalty of ...[currency and amount] for non-fulfilment of the contract.
- 9.2. Such payment shall be made by electronic bank transfer within ... [number] working days after termination of the contract to the bank account specified in writing by the other party.
- 9.3. This provision does not apply to cases defined in paragraph 10.1 below.

10. Force majeure²⁶

- 10.1. The Club/Member Association [the Match Agent] may terminate this contract with immediate effect upon notice to the Participating Club/Member Association if there is an event of force majeure (fire, explosion, earthquake, epidemic, etc.) that prevents the staging of the match [tournament or tour].
- 10.2. In these cases, the Club/Member Association [the Match Agent, the Host] undertakes to settle any cancellation-related costs suffered by the Participating Club/Member Association that the latter can satisfactorily substantiate.
- 10.3. Such payments shall be made by electronic bank transfer within [number] working days after termination of the contract to the bank account specified in writing by the Participating Club/Member Association.

11. Final provisions

- 11.1. The parties to the contract have taken due note of the provisions of the UEFA Regulations for Licensed UEFA Match Agents²⁷ and undertake to respect them.²⁸

²⁶ Mandatory clause according to Art. 25(1)(c).

- 11.2. They recognise the NAC and the CAS as independent and impartial courts of arbitration for any dispute settlement to the exclusion of any ordinary court and agree to respect any decision taken by them.²⁹
- 11.3. Depending on the legal residence of the parties, they shall submit any dispute arising from this contract exclusively either to the NAC or to the CAS in accordance with the UEFA Regulations for Licensed UEFA Match Agents.³⁰
- 11.4. This contract shall be subject to the laws of ...[e.g. laws of Switzerland].³¹
- 11.5. This contract shall be drawn up in ...[duplicate, triplicate, etc.] and each party to the contract shall receive one duly signed copy.³²

[.....] [the Club/Member Association³³]:

| | | |
|---------|---------|-----------|
| [.....] | [.....] | [.....] |
| Place | Date | Signature |
| | | [.....] |
| | | Signature |

The Match Agent:

| | | |
|---------|---------|-----------|
| [.....] | [.....] | [.....] |
| Place | Date | Signature |

²⁷ These regulations may be consulted under www.uefa.com.

²⁸ Mandatory clause according to Art. 25(1)(f).

²⁹ Mandatory clause according to Art. 25(1)(h)

³⁰ Mandatory clause according to Art. 25(1)(h).

³¹ If both parties have legal residence in the same state, then it should be agreed that the corresponding national law applies. If the contracting parties have legal residence in different states, then they should agree on the applicable law. They may choose between the national law of the territory where the Club/Member Association has its legal residence or the national law of the territory where the Match Agent has his/her legal residence. Alternatively, the parties may agree on the law of a third territory, in order not to benefit one or the other party.

³² Mandatory clause according to Art. 25(3).

³³ The Club/Member Association will only have to sign the Match Contract if it is a contracting party to this contract and/or if this has been stipulated in the Mandate Contract (Annex A, para. 3.2).

The Participating Club/Member Association

[.....]
Place

[.....]
Date

[.....]
Signature

[.....]
Signature

ANNEX C : Application Form (applicant)

(Please complete in block capitals)

1. Applicant

Surname: _____
First Name: _____
Date of Birth: _____
Nationality: _____
Profession: _____

Private Address:

Street / Number: _____
Postcode / City: _____
Country: _____
Telephone: _____
Fax: _____
Email: _____

Business Address:

Company: _____
Street / Number: _____
Postcode / City: _____
Country: _____
Telephone: _____
Fax: _____
Website: _____

2. Professional liability insurance or bank guarantee

The applicant undertakes to conclude a: (please tick)

Professional liability insurance Bank guarantee

Name : _____

Address : _____

3. **Declarations and confirmations by the signing applicant**

By signing, the applicant declares and confirms that he/she:

- a) has received a copy of the UEFA Statutes and the UEFA Regulations for Licensed UEFA Match Agents (hereinafter: match agent regulations) and has taken note of their content;
- b) agrees to respect and comply with the UEFA Statutes, the UEFA regulations (in particular the match agent regulations) and directives, as well as all decisions taken by the competent UEFA bodies and related to match agent matters;
- c) agrees to respect and comply with the statutes, regulations, directives and decisions of the competent bodies of his/her member association;
- d) undertakes to exercise all the rights and obligations of a licence-holder, in accordance with Articles 8 and 9 of the match agent regulations;
- e) acknowledges that the licence is personal and may not be transferred or assigned to others as well as that the licence is not commercial property that can be negotiated, loaned, sold, or otherwise traded;
- f) acknowledges that the licence is valid for the fixed period of time indicated on the licence and that he/she shall abstain from exercising any match agent activity after its expiry or its withdrawal, or during a suspension;
- g) agrees to conclude either a professional liability insurance policy in accordance with Article 10 of the match agent regulations or a bank guarantee in accordance with Article 11 of the match agent regulations;
- h) recognises the appropriate national court of arbitration as well as the Court of Arbitration for Sport in Lausanne, Switzerland, as having sole jurisdiction for any dispute to the exclusion of any ordinary court or any other arbitration court;
- i) agrees to submit any national or international dispute with regard to match agent matters either to the national court of arbitration (national matter) or to the Court of Arbitration for Sport in Lausanne, Switzerland (international matter).

Place: _____ Date: _____

Applicant's signature: _____

4. Enclosures (including any necessary translations):

- Proof of residence
- Curriculum Vitae
- Photocopy of passport showing details of validity and passport number
- One recent passport photo (3.5 x 4.0 cm)
- Current extract from criminal record issued by the competent state authority (*if not available under national legislation, a corresponding affidavit*)
- Draft insurance policy or letter of intent from the bank to conclude a bank guarantee

ANNEX D: Application Form (Member Association)

(Please complete in block capitals)

1. Member association

Name of member association

Address of member association

Person responsible for UEFA match agent matters within the member association:

Surname and first name

Function

Direct phone number

Email address

2. Applicant

Surname and first name

Application form sent to applicant on: _____ (day/month/year)

Duly completed application form received on: _____ (day/month/year)

3. Assessment of the application request by the member association

The undersigned confirms that the following aspects concerning the application for a UEFA match agent licence have been verified:

- a) The applicant resides under civil law in the territory of the member association (written confirmation of residence has been provided by the relevant authorities).
- b) The applicant is an individual.
- c) The applicant provided a copy of a current extract from his/her criminal record, issued by the competent state authority (if not available affidavit duly signed by notary).
- d) The applicant provided a written curriculum vitae giving details of his/her education, qualifications and professional experience, as well as current professional activities.
- e) The applicant completed the application form (Annex C) completely and duly signed it with all the necessary confirmations and declarations.
- f) The applicant provided a photocopy of his/her passport showing details of validity and passport number.
- g) The applicant provided one recent passport photo (approx. 3.5 x 4.0 cm).
- h) All documents have been provided in their original form, together with translations in one of UEFA's official languages (English, French or German) where applicable.

4. The applicant will be summoned for a personal interview

(Interview is compulsory if applicant is not already personally known to the member association)

The personal interview with the applicant was held:

Place : _____ Date : _____
(day/month/year)

Representative from member association (surname/first name and function)

The interview took (minutes) and covered the following topics (please tick):

- | | |
|---|--|
| <input type="checkbox"/> Statutes & regulations of member association | <input type="checkbox"/> Authorisations of match/tournaments |
| <input type="checkbox"/> UEFA Statutes & regulations | <input type="checkbox"/> Match organisation knowledge |
| <input type="checkbox"/> Regulations for Licensed UEFA Match Agents | <input type="checkbox"/> General football knowledge |
| <input type="checkbox"/> Mandate and match contracts | <input type="checkbox"/> Written examination |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
-

5. Outcome and summary of interview and evaluation

6. Member association's recommendation regarding the issuing of a UEFA match agent licence

a) The applicant is recommended because:

b) The applicant is **not** recommended because:

7. Additional remarks

8. Enclosures (including any necessary translations into UEFA languages)

- Application form duly completed and signed by applicant (Annex C)
- Proof of residence within territory of member association
- Current extract from criminal record (or affidavit – see Art. 14(2)(c))
- Curriculum vitae
- One recent passport photo (3.5 x 4.0 cm)
- Photocopy of passport showing details of validity and passport number
- Draft insurance policy or a letter of intent from the bank to conclude a bank guarantee
- Duly signed member association form (Annex D)
- _____
- _____

9. The member association hereby confirms that it has carefully verified the application and the above points.

Place : _____ Date : _____
(day/month/year)

Contact person within member association:

Surname and first name

Function

Signature

ANNEX E: Bank guarantee (master)

U E F A
General Secretary/Deputy General Secretary
Route de Genève 46
CH-1260 Nyon 2

Dear Sirs,

We have been informed that Mr/Mrs (first name, surname) of (full address of the match agent) must arrange a bank guarantee in UEFA's favour to the amount of EUR 62,500 (sixty-two thousand five hundred euros) as security for full compliance with the current provisions of the UEFA Regulations for Licensed UEFA Match Agents.

On behalf of (name of the agent), we (name and address of the bank), hereby irrevocably undertake to pay you, on first demand and waiving every objection and plea of defence, any amount up to a maximum of

EUR 62,500 (sixty-two thousand five hundred euros)

against receipt of a written request for payment duly signed either by the UEFA General Secretary or the UEFA Deputy General Secretary, together with written confirmation that Mr/Mrs (first name and surname of agent) has not fully complied with UEFA's Regulations for Licensed UEFA Match Agents.

Any payment effected under this guarantee will reduce the amount of the guarantee accordingly.

Our guarantee is valid for a period of six years (nine years in the event of renewal of the licence), from until, and will expire automatically and in full if no claims are made within this period, regardless of whether or not these dates are working days or not.

This guarantee is governed by Swiss law and the place of jurisdiction is Nyon, Switzerland.

Yours faithfully,

For (name of bank)

.....
Place, date

.....
Signature

ANNEX F: Use of UEFA licensed match agent logo

1. According to Article 8(d) of these regulations, the licensed UEFA match agent is permitted to exclusively use the following licensed UEFA match agent logo (hereinafter: the Logo):



2. The Logo must include the agent's function (i.e. Licensed Match Agent) and, directly below, the first name and surname of the agent.
3. The Logo may be used by the agent only in the following ways:
 - a) on the agent's letterheads;
 - b) on printed forms or brochures relating to the agent's activity (arranging and/or organising football matches, tournaments and tours, etc.);
 - c) on the agent's website;
 - d) on the agent's business cards.
4. The following terms and conditions are linked to the use of the Logo:
 - a) The agent is not permitted to use other UEFA brands or UEFA logos without advance written approval from the UEFA administration.
 - b) On request of the UEFA administration, the agent commits him/herself to immediately remove any UEFA brands or logos and to stop using materials containing such brands or logos which do not correspond to the Logo as described and illustrated in these regulations.
 - c) The Logo must always be used in the exact format shown under point 1 above and may not be adapted or disfigured in any way. It is to feature the function, name and surname of the agent. Without mention of the agent's name, the Logo is not valid.
 - d) No commercial logos may appear in close proximity to the Logo. The Logo must not be used in any way that could suggest an association with a trade name/logo, goods or services of any entities or with other services.
 - e) Under the condition that the above rules are respected, the agent is authorised to use the Logo as a link to the UEFA website

(www.uefa.com). The Logo may not be utilised as a link to any websites other than the UEFA website.

- f) The agent shall not authorise or attempt to authorise anyone else to use or associate themselves with the Logo.
 - g) The agent is not authorised to illustrate and/or further utilise his/her UEFA match agent licence (in credit card form) in any other manner. The UEFA match agent licence solely serves as the personal identification of the agent.
5. The UEFA administration reserves the right to submit any violation of these provisions to the competent disciplinary bodies in accordance with Article 28 of these regulations.

ANNEX G: Affidavit (master)

Only for applicants who may not submit an extract from criminal register as such an extract does not exist under the applicable national legislation.

The signing of this affidavit must be witnessed by a notary.

U E F A
Sub-committee for licensed UEFA match
agents
Route de Genève 46
CH-1260 Nyon 2

Affidavit

I,(surname) (first name), born on
..... (day/month/year) and resident in
..... (full address), hereby
testify on oath that, as at this(day) of (month/year), I have never
been legally sentenced by any state court for any crime or offence of a pecuniary
nature according to the criminal legislation.

I also declare that I am of faultless reputation and have never conducted any
dishonest business.

.....
Place, date

.....
Applicant's signature

Notarial validation:

.....
Place, date

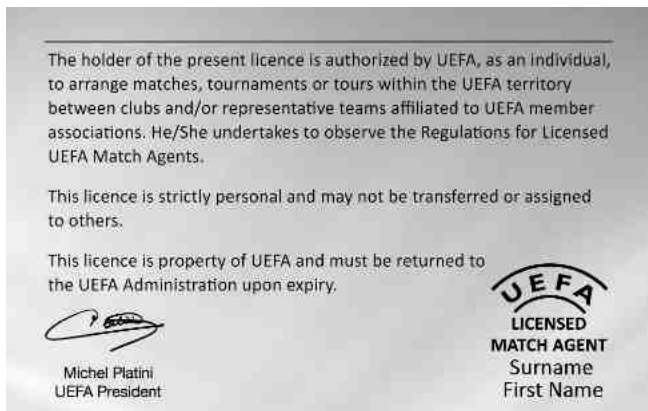
.....
Notary's signature

ANNEX H : Licence (Credit card format)

Front:



Back:



INDEX

| | | | |
|---|----|---|--------|
| Adoption, entry into force, abrogation and modification..... | 12 | Licence – personal and property of UEFA..... | 2 |
| Affidavit (master) | 36 | Licence (Credit card format) | 37 |
| Annexes | 11 | Licence requirement and territorial scope of application | 1 |
| Application | 6 | Licence-holders | 2 |
| Application form..... | 29 | Mandate..... | 9, 13 |
| Application Form | 26 | Marketing of the Licence..... | 2 |
| Assessment by the UEFA administration | 6 | Match Contract | 10, 18 |
| Authoritative version | 12 | Member association..... | 5 |
| Bank guarantee | 5 | Obligations..... | 3 |
| Bank guarantee (master)..... | 33 | Preliminary examination by the member association | 6 |
| Cancellation of insurance policy | 8 | Professional liability insurance..... | 4 |
| Common provisions..... | 5 | Publication | 9 |
| Contract between UEFA Licensed Match Agent and participating club/national association..... | 18 | Renewal of licence..... | 8 |
| Contract between UEFA Licensed Match Agent and the club/national association..... | 13 | Return of bank guarantee | 8 |
| Contracts involving a Match Agent ... | 9 | Return of licence | 8 |
| Decision by sub-committee | 7 | Rights | 3 |
| Disciplinary action and withdrawal of licence..... | 11 | Rights and Obligations of UEFA Licensed Match Agents | 3 |
| Disputes | 11 | Suspension of licence..... | 8 |
| Final Provisions | 10 | Territorial scope of application | 1 |
| Follow-up by UEFA administration ... | 7 | Transitional provisions | 12 |
| Implementation of these regulations | 11 | UEFA Match Agent Licence..... | 2 |
| | | Unforeseen circumstances | 10 |
| | | Use of UEFA licensed match agent logo | 34 |
| | | Validity of the Licence..... | 2 |

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