HostCityAuthorityUndertaking

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

Date:

UEFA Europa Conference League Final 2022 and 2023

Dear Sirs,

I/We the undersigned, being the person duly authorised to undertake obligations on behalf of the [Insert full legal name of the Host City Authority] (the "Host City Authority") understand that the [insert name of the Host Association] (the "Host Association") is applying to be appointed as the entity responsible for staging and organising the UEFA Europa Conference League Final 2022 and 2023 at the [Insert name of the Stadium] in the City of [Insert name if of the City] (referred to respectively as "UECL Final Match", the "Stadium" and the "Host City").

If the Host Association is appointed by UEFA and in consideration of the mutual rights and obligations of the parties, this Undertaking constitutes the Host City Authority's acknowledgement and agreement to use its best endeavours to comply, subject to any cost implications,, with the organisational and operational requirements of the Host City Authority for the UECL Final Match and any additional events (if and when applicable), that are attached as Appendix 1 ("Host City Authority Requirements") to this Undertaking and to use its best endeavours to comply fully with all instructions and guidelines given by the Host Association and/or UEFA in relation thereto.

In addition, the Host City Authority hereby represents and undertakes to the Host Association and UEFA that it will use its best endeavours to comply with the following:

- 1. It shall create an appropriate structure within its organisation to provide full cooperation and assistance to UEFA and the Host Association to ensure the successful and smooth organisation of the UECL Final and the Additional Events (if and when applicable) in the Host City.
- 2. It supports, without any financial commitment being made, the offer of the Host Association to host the UECL Final Match and any additional events (if and when applicable) and it will continue to fully support and cooperate with the Host Association and UEFA in relation to the preparation, organisation and promotion of the UECL Final Match, and any additional events in the Host City including by making its personnel, ground(s), building(s) and infrastructure(s) available for fulfilling its obligations.
- **3.** It acknowledges that the preparation, organisation and staging of the UECL Final Match and any additional events (if and when applicable) will be classified as a matter of general interest with priority of primary importance within the Host City.

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- 4. It shall issue to the Host Association and UEFA, in a quick and efficient manner, any and all approvals and consents as may be required in connection with the UECL Final Match and any additional events (if and when applicable) in an expedited fashion, provided that all requirements set by any applicable laws are met. With respect to consents and approvals which do not fall into the Host City Authority's competencies, it agrees to proactively support the Host Association and UEFA in obtaining any and all such consents and approvals.
- 5. It shall take all necessary and reasonable steps to secure the full support and cooperation of all other relevant Authorities for the successful staging and organisation of the UECL Final Match and any additional events (if and when applicable) in the Host City.
- **6.** It shall not knowingly by any act or omission breach the Host City Authority Requirements nor place the Host Association in breach of its obligations to UEFA with respect to the staging and organisation of the UECL Final Match and any additional events (if and when applicable) in the Host City.
- 7. It shall indemnify, hold harmless and defend UEFA from and against all liabilities, claims, damages or costs (including reasonable attorneys' fees and expenses) suffered or incurred as a result of a failure by the Host City Authority to perform any of its obligations in relation to the staging and organisation of the UECL Final Match and any additional events (if and when applicable) in the Host City.
- **8.** It shall, upon UEFA's request, grant to UEFA a licence to use its intellectual property for the purpose of the successful staging and organisation of the UECL Final Match.
- 9. It shall not use any marks, logos or other intellectual property belonging to UEFA in connection with the UEFA Europa Conference League Final 2022 and 2023 and/or the UECL Final Match and/or any additional events (if and when applicable) at any time without the prior written approval of UEFA.

If deemed necessary, the Host City Authority and the Host Association may execute a long-form agreement between them (which cannot be derogating to this Undertaking) in relation to the staging and the organisation of the UECL Final Match and any additional events (if and when applicable) in the Host City. UEFA shall (i) be informed of the intention to conclude such agreement, (ii) have the right to receive such agreement and (iii) be entitled to comment such agreement before its execution.

This letter should not be taken as a financial commitment by Belfast City Council. Should the cost to the Council of continuing to support the UEFA Conference League Final 2022 and 2023 prove, in the reasonable opinion of the Council to be financially prohibitive, the Council shall have the right to withdraw its support, whereupon this letter shall cease to have effect, and the provisions of clause 7 shall not apply.

I/We acknowledge and agree that the terms of this Undertaking shall be considered valid and fully enforceable provided that the Host Association is appointed by UEFA to stage and organise the UEFA Europa Conference League Final 2022 and 2023 and any additional events in the Host City.

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For Host City Authority:							
Signature							
signature							
A.I.							
Name							
Title							
Date							
Acknowledged by the Host Association:							
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