Education programme

UEFA Research Grant Programme

2019/20 edition

Declaration to UEFA

**Declaration**

to the

**Union of European Football Associations,**

**Route de Genève 46, 1260 Nyon, Switzerland**

**(“UEFA”)**

by

**[****Name of lead researcher, address] of [Name of university, address]**

**(the “Researcher”/the “University”)**

**Preamble**

1. Whereas UEFA is the official governing body of European football, responsible to its 55 member associations for governing the sport in accordance with UEFA’s statutes, regulations and decisions.
2. Whereas UEFA has created the UEFA Research Grant Programme (the “Programme”) to support the work of researchers who are studying for, or have already obtained, a doctorate and wish to analyse European football from the perspective of one or more of the following academic fields: economics, history, law, management, medical science, political science and/or sociology.
3. Whereas UEFA has awarded a research grant to support the Researcher and joint researchers (if any) in carrying out the research project [**Title of research project**] (the “Project”).
4. Whereas, in accordance with the Regulations of the UEFA Research Grant Programme, 2019/20 edition (the “Regulations”), candidates applying for a grant must either have obtained a doctorate and currently hold a research position at a university or equivalent institution, or be enrolled as a doctoral student at a university or equivalent institution and currently completing a doctoral thesis.
5. Whereas, this declaration requires the legally binding signature of the university or equivalent institution at which the Researcher is employed or enrolled. The legally binding signature of the university or equivalent institution at which any joint researchers are employed or enrolled is also required.

Therefore, the Researcher undertakes and declares the following:

## 1. Confidentiality

The Researcher understands that he/she will be granted access to privileged documentation by UEFA at its sole and exclusive discretion.

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

Within three days of receipt of a written request from UEFA, the Researcher will (i) return to UEFA all confidential information and all parts of any documents and other material in his/her 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.

The Researcher acknowledges and agrees 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.

## 2. Access to UEFA's archives

The Researcher hereby acknowledges that he/she has taken note of the UEFA directives regarding the use of UEFA's archives (document available at www.UEFA.com/insideUEFA). The Researcher agrees to take the necessary steps with the relevant UEFA services if the nature of the research project means that he/she requires access to UEFA's archives.

## 3. Data protection

The Researcher undertakes to respect any data protection instructions issued by UEFA.

In particular, the Researcher 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.

## 4. Intellectual property rights

The Researcher acknowledges and agrees 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 the Project, 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, the Researcher hereby assigns to UEFA such licence to any intellectual property arising from the Project and its final report.

The Researcher 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, the Project.

## 5. Restriction of publication and public presentation

If all or part of the final report is used as part of the Researcher’s doctoral thesis, nothing in this Declaration prevents the Researcher from submitting this doctoral thesis for assessment, the only restriction being that UEFA may require the 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 the doctoral thesis if this contains all or part of the final report, the Researcher 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 the Researcher 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 the Researcher of any decision within 30 days of receipt of his/her request, then he/she and any other authors will be entitled to proceed with the publication and/or presentation.

Unless UEFA decides otherwise, the Researcher will mention, in a manner to be approved in advance by UEFA that he/she benefited from a UEFA research grant in any publication and/or public presentation connected to the Project.

## 6. Grant/financial support

The Researcher understands that a UEFA research grant has been awarded to him/her in order to support the Project and the completion of its final report.

If a UEFA research grant is awarded to the Researcher, 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, the Researcher agrees to the terms of this Declaration, including – but not limited to – the following:

The Researcher will set an example and promote excellence through the work carried out during the Project.

The Researcher will take part in a ‘kick-off’ meeting and, if requested, submit an amended proposal to UEFA.

The Researcher will submit to UEFA an interim report on the progress of the Project by 30 November 2019.

The Researcher will complete the Project and submit to UEFA a final report of approximately 40 pages (excluding appendices) by no later than 31 March 2020.

The interim and final reports will comply with the specifications defined in Annex 2.

Together with the final report, the Researcher will submit a one-page document outlining the key practical outcomes of the Project for European football (UEFA and its stakeholders).

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

If the Researcher thinks, or could reasonably be expected to have thought, that the final report may not be completed within the timeframe indicated above, the Researcher 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.

The Researcher is responsible for bearing all costs associated with his research, including all taxes and other expenses.

The Researcher is 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 his/her circumstances, the Researcher is able to make the commitment needed to complete the interim and final reports. The Researcher understands the amount of time and effort required.

## 7. Repayment

The Researcher further understands that if he/she does not abide by these terms, he/she 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.

## 8. Withdrawal of the UEFA research grant

The Researcher accepts that UEFA may withdraw the UEFA research grant with ten days' written notice if:

* UEFA deems the progress the Researcher has made on the Project to be unsatisfactory;
* The Researcher fails to submit the interim report to UEFA by 30 November 2019;
* The Researcher discontinues the Project prior to completion of the final report;
* The Researcher does not submit the final report by 31 March 2020; and/or
* The Researcher is in breach of any of the provisions contained in this Declaration.

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

## 9. Guarantees and restrictions

The Researcher guarantees that, at the date of signing this Declaration, no conflict of interest exists or is likely to arise in the performance of his obligations under this Declaration.

If a conflict of interest arises during the course of the Project, the Researcher will immediately notify UEFA that such a conflict exists.

The Researcher will perform the research either by himself/herself or together with one or two joint researchers in the case of a joint research project.

The Researcher will not damage the reputation or rights of UEFA in any way during the Project and the production of the final report.

The Researcher acknowledges and guarantees that he/she will not use any marks, including but not limited to trademarks, service marks or logos belonging to UEFA. Furthermore, the Researcher acknowledges and accepts that he/she has absolutely no rights in this respect and cannot associate himself/herself in any manner whatsoever, directly and/or indirectly, with UEFA or any of UEFA’s competitions, events and/or activities.

The Researcher is 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.

The Researcher 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.

The Researcher acknowledges and agrees that no joint venture, partnership, employment contract, agency or fiduciary relationship exists between UEFA and him, and that this Declaration is not intended to create such a relationship.

## Applicable law and place of jurisdiction

The Researcher’s 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 the Researcher.

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, the Researcher agrees that it is fair and binding. The Researcher understands and agrees to all the terms contained herein and will do his/her utmost to adhere to them.

Researcher

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**Name Signature**  **Date**

**On behalf of [University/Equivalent institution]**

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**Name Signature**  **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 Project, after submission, if requested by UEFA, of an amended proposal following the ‘kick-off’ meeting( July 2019) and following receipt of the Declaration signed by the Researcher.

One third of the total amount (€ ) to be paid halfway through the Project (January 2020) following the approval of the interim report by UEFA (report to be submitted by 30 November 2019 at the latest).

One third of the total amount (€ ) to be paid at the end of the Project (June 2020) following UEFA's approval of the final report (by no later than 31 March 2020) and presentation of the Project at UEFA headquarters.

Annex 2

Interim and final reports must be structured as follows and contain all of the following sections:

1. An executive summary fully detailing the importance and interest of the research for football and UEFA
2. An introduction that indicates the context of the research and its relevance for UEFA
3. A clear statement of the research question(s), and the aims and objectives of the research
4. A literature review identifying the current state of knowledge, methodology and insights on the research topic and justifying the theory, design and method of the current study
5. A review of the proposed research design and strategy. This should include the following:
   1. Justification of the design (longitudinal, cross-sectional, experimental etc.)
   2. Justification of the measurement approach and assumptions about the research topic
   3. An outline of the key variables for quantitative work, and/or the concepts and dimensions examined by qualitative research
   4. The sample frame and size, and the interviewee selection process
   5. An outline of the hypothesis(-es) addressed, the analysis strategy and techniques used, and the strength and significance of the results
   6. The validity and reliability of the instruments and variables applied, or the qualitative equivalent (e.g. authenticity)
   7. An overview of any ethical issues and how they are addressed
6. An overview of the main research findings, with a clear focus on the research question(s)
7. The limitations of the current study, including any issues of inherent partiality and any operational issues, such as data access
8. The impact of the research in terms of current theory, state of knowledge and/or practices, and the consequences/recommendations for UEFA and football

Although it is not possible to present full results and conclusions at the time of submitting the interim report, an analytical summary and a broad outline of the results obtained so far are required at this stage. It is also necessary to indicate in the interim report any data that has yet to be collected. On this basis, the interim report should provide UEFA with an indication of the potential results of the research and therefore the contribution it is likely to make to European football and its relevance to UEFA.

If the Researcher or joint researchers are for any reason unable to follow the above reporting structure, any deviations from the standard structure must be clearly justified. The methodology, reasons and logic behind such deviations must be explicitly explained in the introduction to the report.

**Annex 3**

(to be signed and submitted only as part of a joint application)

**Joint Researcher Declaration**

by

**[Name of first joint researcher, address] of [Name of university, address]**

(“First Joint Researcher”/“University”)

The First Joint Researcher confirms that he/she has read and understood the terms of the Declaration made by the Researcher relating to UEFA’s financial support of the Project.

Being part of the joint application, the First Joint Researcher acknowledges and agrees to be subject to certain obligations in respect of the Project. Subsequently, the First Joint Researcher undertakes and declares that:

* he/she is employed by or enrolled at a university or equivalent institution, the legally binding signature of which is required;
* he/she is aware of and will comply with the confidentiality obligations in the Declaration;
* he/she is aware of and will comply with the intellectual property obligations in the Declaration;
* he/she is aware of and will comply with the data protection obligations in the Declaration;
* he/she is aware of and will comply with the publication provisions in the Declaration;
* he/she has assessed any personal circumstances and is able to commit the time and effort to complete the Project and the final report;
* he/she will perform the research himself/herself and will ensure that the interim and final reports and the document outlining the key practical outcomes of the research are submitted on time, and that the interim and final report comply with the specifications as required by UEFA.

First Joint Researcher

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**Name Signature**  **Date**

**On behalf of [University/Equivalent institution]**

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**Name Signature**  **Date**

**Annex 4**

(to be signed and submitted only as part of a joint application)

**Joint Researcher Declaration**

by

**[Name of second joint researcher, address] of [Name of university, address]**

(“Second Joint Researcher”/“University”)

The Second Joint Researcher confirms that he/she has read and understood the terms of the Declaration made by the Researcher relating to UEFA’s financial support of the Project.

Being part of the joint application, the Second Joint Researcher acknowledges and agrees to be subject to certain obligations in respect of the Project. Subsequently, the Second Joint Researcher undertakes and declares that:

* he/she is employed by or enrolled at a university or equivalent institution, the legally binding signature of which is required;
* he/she is aware of and will comply with the confidentiality obligations in the Declaration;
* he/she is aware of and will comply with the intellectual property obligations in the Declaration;
* he/she is aware of and will comply with the data protection obligations in the Declaration;
* he/she is aware of and will comply with the publication provisions in the Declaration;
* he/she has assessed any personal circumstances, and is able to commit the time and effort to complete the Project and the final report;
* he/she will perform the research himself/herself and will ensure that the interim and final reports and the document outlining the key practical outcomes of the research are submitted on time, and that the interim and final report comply with the specifications as required by UEFA.

Second Joint Researcher (if any)

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**Name Signature**  **Date**

**On behalf of [University/Equivalent institution]**

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**Name Signature**  **Date**