



Guidelines on use of the UEFA archives by non-UEFA users

2015 edition

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I. General provisions

Article 1 – Definitions

- ¹ For the purpose of these guidelines, the following definitions and abbreviations apply:
- a) *archive storage room*: the place where the UEFA archives are kept;
 - b) *archivist*: a UEFA employee responsible for managing the UEFA archives;
 - c) *non-UEFA user*: a person from outside UEFA (i.e. neither a UEFA employee nor a UEFA member) who has the right to access the UEFA archives and use the related services;
 - d) *publication*: text published in any form for the attention of a third party;
 - e) *UEFA archives*: all documents, of whatever date or nature, produced or received by UEFA for its purposes or for the purposes of its activities and preserved for information;
 - f) *UEFA employee*: someone with a valid UEFA employment contract at the time of a request to access the UEFA archives;
 - g) *UEFA member*: a national football association that is a full member of UEFA.
 - h) *UEFA*: Union des Associations Européennes de Football, an association under Swiss law composed of and representing the national football associations of Europe, and all affiliated entities.
- ² In these guidelines, the use of the masculine form refers equally to the feminine.

Article 2 – Purpose

- ¹ These guidelines govern the use of the UEFA archives by non-UEFA users, in the aim of ensuring:
- a) optimal conditions in which to consult the archives;
 - b) protection and preservation of the archives;
 - c) appropriate archive services and administration of the archives.

Article 3 – Scope of application

- ¹ With regard to the UEFA policy on the use of its archives, these guidelines define the rights and obligations of non-UEFA users with a legitimate interest in accessing the UEFA archives.
- ² These guidelines also define the procedural rules to follow when using and consulting the UEFA archives.

II. UEFA policy on the use of its archives

Article 4 – Access

- ¹ The UEFA archives are accessible to non-UEFA users who submit a written request using the form provided in Annex I, explaining the nature, purpose and object of their request, the type of publication they envisage, if any, and any other relevant information.
- ² Access is granted by UEFA at its own discretion and its decisions are final.

- ³ Before consulting or using the UEFA archives, non-UEFA users must sign the confidentiality agreement included in Annex II, which they undertake to respect diligently at all times. An electronic or paper copy of the signed confidentiality agreement must be returned to UEFA at the earliest opportunity.

Article 5 – *Archive material available*

- ¹ Documents may be consulted by authorised non-UEFA users as follows:
- a) all public documents, i.e. information available online on the UEFA websites (UEFA.com and UEFA.org) and the related physical archives (such as UEFA Congress minutes, UEFA Statutes, regulations and official UEFA publications), are accessible without restriction;
 - b) consultation of confidential documents (intended for internal or restricted use) is limited to certain extracts selected and anonymised by the archivist at his own discretion.
- ² When the UEFA archives are consulted on-site, those that have been digitised are made available electronically where possible. If the documents in question have not been digitised, it may be possible to consult the originals, provided they are in good enough condition. UEFA reserves the right to provide only copies of documents in order not to damage the originals.
- ³ It is forbidden to take photographs of archive material. Any copies, in whatever form, must be requested from the archivist, who selects the most appropriate method of reproduction according to document preservation criteria.

Article 6 – *Consultation of archive material*

- ¹ The UEFA archives may be consulted on-site or through a secure remote connection, according to the following principles:
- a) In the case of large, complex requests, the UEFA archives should ideally be consulted on-site, with access to the electronic archives offered where possible. Non-UEFA users are allowed to use their own laptops.
 - b) For specific, simple requests, it is possible to consult the UEFA archives remotely using a secure remote connection. Access to documents and extracts of documents is provided by means of a secure protocol.
- ² Non-UEFA users must take care with the archive material to which they are given access, being careful in particular to not alter it in any way or compromise its preservation (no annotating or soiling of documents, for example). They must make judicious and appropriate use of the search tools and respect all instructions and guidelines given in explanatory notes and by UEFA staff, as well as respecting the filing system used by UEFA.
- ³ Security staff may check the contents of non-UEFA users' bags and briefcases.
- ⁴ Consultation of the UEFA archives is free of charge.

Article 7 – *Use of archive material*

- ¹ The following cumulative conditions apply to non-UEFA users' use of material from the UEFA archives:

- a) it is strictly and exclusively limited to the purpose and objective agreed when access was granted;
- b) it is subject to the confidentiality agreement signed by non-UEFA users;
- c) it is subject to the applicable data protection laws;
- d) non-UEFA users must include in their publications an explicit, detailed and precise reference to each of the documents to which they were given access and include the archive box ID and page numbers in the bibliographical reference attached to each citation.

² No original documents may be borrowed.

Article 8 – *Returning and destroying documents*

- ¹ The archivist may ask for archive material to be returned at any time, in particular when multiple users need access to the same documents at the same time or when internal use takes priority.
- ² Once the purpose of a non-UEFA user's request has been achieved, the non-UEFA user must destroy all copies (non-originals) of confidential archive material in his possession, in accordance with the confidentiality agreement.

Article 9 – *Right to review publications*

- ¹ Non-UEFA users must give the UEFA administration a copy of their research work (any format) before publishing anything that is based on or cites material from the UEFA archives.
- ² The UEFA administration will check all citations of archive material and bibliographical references before authorising publication.
- ³ UEFA reserves the right to unilaterally refuse any use of extracts from the UEFA archives that it considers inaccurate or inappropriate.

Article 10 – *Copies for UEFA*

- ¹ Non-UEFA users must give UEFA, automatically and free of charge, two copies of any work or publication that they base in full or in part on material from the UEFA archives.

Article 11 – *Monitoring and sanctions*

- ¹ If these guidelines or any instructions given by UEFA staff are not respected, UEFA reserves the right, depending on the seriousness of the situation, to:
 - a) impose special monitoring procedures;
 - b) withdraw access to certain documents;
 - c) withdraw access to the UEFA archives.
- ² UEFA also reserves the right to open civil or criminal proceedings to defend its rights and interests if these are in any way threatened.

Article 12 – *Limitations*

- ¹ Access to the UEFA archives is limited to authorised non-UEFA users and may under no circumstances be transferred or shared with third parties without UEFA's prior written approval.
- ² If transferral to a third party is authorised, that third party is subject to the same obligations as a non-UEFA user as defined in these guidelines and must sign the confidentiality agreement in Annex II before accessing any archive material.

III. Final provisions

Article 13 – *Legal status of annexes*

All annexes form an integral part of these guidelines.

Article 14 – *Unforeseen circumstances*

The UEFA administration decides on any cases not provided for in these guidelines.

Article 15 – *Date of adoption and entry into force*

- ¹ These guidelines were adopted by the UEFA General Secretary on 8 July 2015.
- ² These guidelines came into force on 1 April 2015.

Form to be completed by the non-UEFA user and returned to UEFA by email (records@uefa.ch) or by post at UEFA, Services / Division Management, route de Genève 46, 1260 Nyon, Switzerland

Signature:

Decision: Access granted / Access denied (delete as appropriate)

Reason (optional):

Date and UEFA stamp:

Annex II: Confidentiality agreement between UEFA and non-UEFA users of the UEFA archives

Non-disclosure agreement

("NDA")

This agreement is made between

THE UNION DES ASSOCIATIONS EUROPÉENNES DE FOOTBALL OF ROUTE DE GENEVE 46, CH-1260 NYON 2, SWITZERLAND
("UEFA")

and

THE OTHER PARTY IDENTIFIED BELOW

("You")

(collectively "the two Parties").

In the context of your consultation of the UEFA archives, which is restricted to the purpose stated in the request granted on [...] ("the Purpose"), by signing this NDA You undertake to respect the following provisions:

1. You shall keep confidential any information disclosed directly or indirectly by or on behalf of UEFA, whether before or after the date of this NDA, in writing, orally or otherwise ("Confidential Information") and shall not disclose such Confidential Information to any third parties nor make any use of Confidential Information, save as permitted below.
2. You acknowledge and agree that the Confidential Information to be disclosed to You is highly sensitive, that it is proprietary information of UEFA's and that it is being disclosed solely to be used for the stated Purpose. Accordingly, You shall not use any Confidential Information for any other purposes. Specifically, You shall not copy, alter or modify any Confidential Information or transfer or communicate any Confidential Information to any third parties, including any of their employees, agents, sub-contractors, advisors or other related third parties.
3. You are solely responsible for your employees, agents, sub-contractors, advisors and other related third parties who have a bona fide need to know, solely to the extent necessary for the Purpose. You shall ensure, as a precondition to any such disclosure, that each individual to whom such disclosure is made unconditionally agrees to respect the terms of this NDA.
4. Confidential Information does not include information that: (a) You were fully aware of before it was disclosed to You; (b) is public knowledge; (c) You legitimately received from a third party with no obligation of confidentiality; or (d) You have developed independently.
5. No part of this NDA shall be interpreted as granting You any right to or in relation to any intellectual property contained in Confidential Information or composed of Confidential Information, save for the aforementioned restricted right to use Confidential Information for the stated Purpose. No representation or warranty whatsoever is given or made by UEFA, whether express or implied, in relation to Confidential Information.
6. You shall, in relation to Confidential Information, exercise at least the same security measures and degree of care as You exercise in relation to your own confidential information and comply with security best practices.
7. You shall, within three days of receipt of a written request from UEFA: (a) destroy all Confidential Information or return to UEFA all Confidential Information and any extracts of documents and other material in your possession, custody or control that constitute or contain Confidential Information; and (b) take reasonable steps to expunge all Confidential Information (and any copies that may have been made) from any computer, word processor or other device containing Confidential Information.
8. You acknowledge and agree that this NDA does not oblige UEFA to disclose any Confidential Information to You or to negotiate or enter into any form of future agreement or relationship with You.
9. You shall not make reference to UEFA in any form whatsoever (client reference list, presentation, internal or external publication, website, etc.) without UEFA's prior written approval.
10. Your obligations and responsibilities under this declaration continue after it expires. Changes to this NDA must be made in writing and signed by the two Parties.
11. This NDA shall be governed and construed in accordance with the laws of Switzerland, without regard to conflict of law principles. The exclusive place of jurisdiction is the courts of Nyon, Switzerland.

Your name:	
Your signature:	
Your position/title (e.g. PhD student)	
Date:	



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WE CARE ABOUT FOOTBALL
