

THIS MEMORANDUM OF UNDERSTANDING is made the 13th day of October 2021

BETWEEN:

- (1) **THE DEPARTMENT FOR DIGITAL, CULTURE, MEDIA AND SPORT** of 100 Parliament Street, London SW1A 2BQ ("**DCMS**"); and
- (2) **THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED** a company registered in England and Wales with registered number 02719699 and whose registered office is at Brunel Building, 57 North Wharf Road, London, W2 1HQ (the "**PL**"),

each a "**Party**" and together the "**Parties**".

BACKGROUND:

- A. DCMS is the Government department responsible for sport.
- B. The PL is the organising body of the Premier League competition. Since its inception the PL has supported communities and wider football with the most comprehensive offer of any league in world sport and currently commits £1.5bn of support for the football pyramid, youth development, grassroots football and school and community programmes during its current 3 year broadcast rights cycle.
- C. The football pyramid has suffered significant financial losses at every level as a result of COVID-19 with existential challenges faced by many clubs and stakeholders.
- D. In order to guarantee the current levels of funding available to the rest of the football pyramid, the PL requested that the Government exercised its powers to disapply competition law temporarily via an Exclusion Order (as defined below) to allow the PL to renew its current UK broadcast rights contracts on their current terms for the next three-year cycle without conducting a tender process.
- E. In response to the Government's intention to grant the Exclusion Order the PL has committed to increase its current level of support for the football pyramid, youth development, grassroots football and other good causes from £1.5bn to at least £1.6bn over the three-year term of the UK broadcast rights agreements.
- F. The Parties wish to document in this memorandum of understanding ("**MOU**") the terms upon which the commitments above are made.

MEMORANDUM:

1. Term

This MOU shall take effect on the date of coming into force of the Exclusion Order and continue until the expiry of the Exclusion Order unless terminated earlier by either Party in accordance with paragraph 5.1 below.

2. Obligations of Government

The Secretary of State intends to exercise the powers conferred under paragraph 7 of Schedule 3 of the Competition Act 1998 to disapply the Chapter I prohibition (as defined in section 2(8) of the Competition Act 1998) and the Chapter II prohibition (as defined in section 18(4) of that Act), and as more particularly set out in an Order (the "**Exclusion Order**"), the effect of which will be to allow the PL to renew its current UK broadcast rights contracts (2019/20 - 2021/22) on their current terms for the next three-year cycle (2022/23 – 2024/25) as more particularly set out in the Exclusion Order.

3. Obligations of PL

3.1 Subject to the coming into force of the Exclusion Order the PL shall:

- 3.1.1 maintain existing levels of financial support for the football pyramid for three years from the start of the 2022/23 season to the end of the 2024/25 season. This includes solidarity payments, parachute payments, youth development funding and funding for grassroots football at existing levels, worth over £1.5 billion over the three-year rights cycle;
- 3.1.2 increase the level of funding set out at paragraph 3.1.1 if the value of the PL's international broadcast rights exceed their value as at the date of this MOU (such increase in funding being in accordance with existing contractual arrangements);
- 3.1.3 provide at least a further £100 million in solidarity and good causes funding over the same time period to:
 - (a) the National League;
 - (b) developing women's and girl's football;
 - (c) enhancing community football facilities;
 - (d) supporting EFL clubs; and
 - (e) projects that help the wider game;

(Further details on these areas of support are set out in the Schedule to this MOU);

- 3.1.4 renew its contracts with the EFL (Solidarity Agreement dated 12 December 2018), the Premier League Charitable Fund (Grant Agreement dated 21 February 2017), Professional Footballers' Association (Funding Agreement dated 14 November 2018), League Managers Association (Solidarity Agreement dated 12 December 2018) and the Football Foundation (Funding Letter dated 26 February 2019) with respect to the 2022/23 to 2024/25 seasons. In each case the payment amount to each such beneficiary shall be at least equivalent to the previous amount paid;
- 3.1.5 on an annual basis publish on its website a financial and operational report on its progress in relation to the spending commitments set out at paragraphs 3.1.1 and 3.1.3 above and provide the same to each of DCMS and the DCMS Select Committee; and
- 3.1.6 (without prejudice to paragraph 3.1.5) as soon as reasonably practicable following a written request from DCMS, provide to each of DCMS and the DCMS Select Committee a written report setting out the details of the spending commitments set out at paragraphs 3.1.1 and 3.1.3 above in the period between the report(s) provided pursuant to paragraph 3.1.5.

4. Regulatory Environment

The PL acknowledges that the commitments given in this MOU do not amount to a waiver of the Government's discretion to change the regulatory environment applicable to football.

5. Termination

5.1 Each Party shall be entitled to terminate this MOU (the "**Terminating Party**"), without prejudice to any of its rights and remedies leading up to the date of termination, in the event of a material

breach by the other Party (the "**Breaching Party**") under this MOU, which breach, if capable of cure, the Breaching Party has failed to remedy within thirty (30) days of receipt of written notice from the Terminating Party notifying it of the breach.

5.2 Upon termination or expiry of this MOU for any reason paragraphs 6, 8 and 9 shall remain in full force and effect.

6. Confidentiality

6.1 All Confidential Information given by one Party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), or otherwise obtained or developed by the Receiving Party relating to the Disclosing Party (and in the case of DCMS, relating also to any other Crown body, department or Minister(s)), shall be kept secret and confidential by the Receiving Party throughout the Term and for the three (3) years following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of its obligations under this MOU or with the prior written consent of Disclosing Party.

6.2 The obligations of confidentiality in this paragraph 6 shall not extend to any matter which the Receiving Party can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this MOU;
- (b) was independently disclosed to it by a third party entitled to disclose the same; or
- (c) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

6.3 Nothing in this MOU prevents DCMS from disclosing Confidential Information:

- (a) to any other Crown body, department or Minister(s);
- (b) for the purpose of the examination and certification of its accounts;
- (c) for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DCMS has used its resources; or
- (d) as required in connection with Parliamentary proceeding(s) and reporting.

6.4 For the purposes of this paragraph 6:

"Confidential Information" means all information which is disclosed by one Party to the other or otherwise obtained or developed before or after the date of this MOU however conveyed and would appear to a reasonable person to be confidential and which relates to the business and/or affairs of the Party disclosing it (and in the case of DCMS, the business and/or affairs of any other crown body, department or minister(s)) including, products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the Party disclosing it (or other companies within that Party's group and, in the case of PL, the Clubs), and all information derived from the above but does not include the existence or provisions of this MOU; and

"Clubs" means those football clubs which are from time to time the member clubs of PL and participating in the competition known as the Premier League.

7. General

7.1 No person who is not a signatory to this MOU shall have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this MOU.

7.2 Each Party shall be responsible for its own costs in connection with the MOU and the matters contemplated herein, whether or not such matters proceed, including (without limitation) the preparation and negotiation of this MOU.

8. Legal Effect

8.1 Subject to paragraph 8.2, the parties do not intend this MOU to constitute a legally binding agreement.

8.2 The Parties acknowledge and agree that paragraphs 1 (Term), 3.1.5, 3.1.6, 5 (Termination), 6 (Confidentiality), 7 (General), 8 (Legal Effect) and 9 (Governing Law) of this MoU shall be legally binding between PL and DCMS.

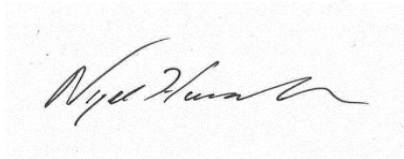
9. Governing Law

This MOU, and any disputes or claims arising out of or in connection with it or its validity or interpretation (including any non-contractual claims), shall be governed by English law. In relation to any legal action or proceedings arising out of or in connection with this MOU (including any non-contractual claims) each of the Parties irrevocably submits to the exclusive jurisdiction of the English Courts and waives any objection to such proceedings in such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

This MOU has been executed by or on behalf of the Parties on the date stated at the beginning of this MOU.

SIGNED for and on behalf of **THE DEPARTMENT FOR DIGITAL, CULTURE, MEDIA AND SPORT** by a duly authorised signatory:

Signature:



Print name: Nigel Huddleston

Title: Parliamentary Under-Secretary of State

SIGNED for and on behalf of **THE FOOTBALL ASSOCIATION PREMIER LEAGUE LIMITED** by a duly authorised signatory:

Signature:



Print name: Richard Masters

Title: Chief Executive

Schedule

As part of the PL's total new commitment of at least £1.6bn to the wider game for seasons 2022-2025, at least an additional £100m will be invested in five keys areas: the National League system; developing the women's and girls' game; enhancing community football facilities; supporting EFL clubs; and projects that help the wider game and as more particularly described below:

The National League system

The National League system will benefit from enhanced solidarity to further aid recovery from the COVID-19 pandemic.

The PL will also create a Club Development Fund which aims to increase the sustainability of National League system clubs, improve the playing experience and enhance connections with the local grassroots community. Working with Football Foundation partners, The FA and Sport England, the fund will support clubs to turn stadium pitches into hybrid or artificial surfaces to diversify income and encourage the community into the stadium.

Women's and girls' football

PL investment will go towards the development of the professional and grassroots game with a particular focus, working closely with The FA, on the Women's Super League, Women's Championship, Women's National League, increasing diversity in the talent pathway and workforce development.

Enhancing community football facilities

The PL will provide additional funding to the Football Foundation for facility development. Following the success of the PL's Covid-19 rescue schemes which supported over 1,000 clubs, the Football Stadia Improvement Fund will increase for ground grading improvements within the National League system and the women's pyramid.

As part of the National Football Facilities strategy to build 400 small-side spaces by 2025, PL funding will be used to deliver small-sided facilities in the heart of communities across England. Offering an informal entry point to football and other sports, the facilities will be activated by Premier League and EFL clubs' community organisations as well as other local organisations.

Supporting EFL clubs

Following significant additional support to EFL clubs during the pandemic from the PL, this will continue for League One and League Two clubs in their recovery.

Projects that support the game

Additional support will be provided to a number of football-wide projects, which will include among other things the PL's work looking at head injuries in football, anti-discrimination and fan groups who receive funding from the PL.