Club Licensing and Financial Sustainability Regulations

Federazione Sammarinese Giuoco Calcio (FSGC)

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Preamble

Based on FSGC Statute and on the *UEFA Club Licensing and Financial Fair Play Regulations*, the following regulations have been adopted.

Part I. General provisions

Article 1 – *Scope of application*

1 These regulations apply whenever expressly referred to by specific regulations governing men's club competitions to be played under the auspices of UEFA (hereinafter: UEFA club competitions) and also for FSGC official competitions.

2 These regulations govern the rights, duties and responsibilities of all parties involved in the FSGC club licensing system and define in particular:

a) the minimum requirements to be fulfilled by the FSGC in order to act as the licensor for its clubs, as well as the minimum procedures to be followed by the licensor in its assessment of the club licensing criteria (chapter 1)

b) the licence applicant and the licence required to enter the UEFA club competitions and the FSGC championship (chapter 2)

c) the minimum sporting, social and environmental sustainability, infrastructure, personnel and administrative, legal and financial criteria to be fulfilled by a club in order to be granted a licence by FSGC as part of the admission procedure to enter the UEFA club competitions (chapter 3).

Article 2 – *Objectives*

1 These regulations aim:

a) to further promote and continuously improve the standard of all aspects of football in San Marino and to give continued priority to the training and welfare of young players in every club;

b) To promote participation in football and contribute to the development of women's football

c) to ensure that clubs have an adequate level of management and organisation;

d) to adapt clubs' sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;

e) to protect the integrity and smooth running of the FSGC and UEFA club competitions;

f) to safeguard each club's identity, history and legacy

g) to encourage cooperation between licensors and club and enable the development of benchmarking for clubs in financial, sporting, legal, social and environmental sustainability, personnel, administrative and infrastructure-related criteria throughout Europe.

h) To embrace social and environmental sustainability in football;

i) To promote a healthy relationship between clubs and supporters and increase accessibility in football.

2 Furthermore, these regulations aim to promote more discipline and rationality in club football finances and in particular:

a) to improve the economic and financial sustainability of the clubs, increasing their transparency and credibility;
b) to place the necessary importance on the protection of creditors
c) to promote better cost control
d) to encourage clubs to operate on the basis of their own revenues;
e) to encourage responsible spending for the long-term benefit of football;
f) to protect the long-term viability and sustainability of Sammarinese club football.

Article 3 – *Responsibilities of the UEFA Club Financial Control Body*

1 The UEFA Club Financial Control Body carries out its duties as specified in the present regulations and in the Procedural rules governing the UEFA Club Financial Control Body.

2 In carrying out these responsibilities, the UEFA Club Financial Control Body ensures equal treatment of all licensors, licence applicants and licensees and guarantees full confidentiality of all information provided.

Article 4 – *Definition of terms*

1 For the purpose of these regulations, the following definitions apply:

Administration procedures	A voluntary or mandatory process that may be used as an alternative to the liquidation of an entity, often known as going into administration. The day-to-day management of the activities of an entity in administration may be operated by the administrator on behalf of the creditors.
Agent/intermediary	A natural or legal person who, for a fee or free of charge, represents players and/or clubs in negotiations with a view to concluding an employment contract or represents clubs in negotiations with a view to concluding a transfer agreement.
Agreed-upon procedures	Procedures that have been agreed to by the auditor and the engaging party and, if relevant, other parties
Annual accounting reference date	The date on which the reporting period for the annual financial statements ends
Associate	An entity, including an unincorporated entity such as a partnership, which is neither a subsidiary nor an interest in a joint venture and over which the investor has significant influence.
Auditor	An independent audit firm acting in compliance with the International Code of Ethics for Professional Accountants (including International Independence Standards)
CFCB	Club Financial Control Body
Club licensing criteria	Requirements, divided into six categories (sporting, social and environmental sustainability, infrastructure, personnel and administrative, legal and financial), to be fulfilled by a licence applicant for it to be granted the UEFA licence by FSGC.

Club monitoring requirements	Requirements to be fulfilled by a licensee that has been admitted to the UEFA Champions League, UEFA Europa League and UEFA Conference League
Control	The power to conduct the activities of an entity and to direct its financial, operating or sporting policies which affect returns, by means of share ownership, voting power, constitutional documents (Statutes), agreement, or otherwise. Examples of control include a party: a) Holding a majority of the shareholders' or members' voting rights; b) Having the right to appoint or remove a majority of the members responsible for the governance of an entity (es. any administrative, management or supervisory bodies of an entity) c) being a minority shareolder or a member of the entity and alone, pursuant to an agreement entered into with other shareholders or members of the entity or by any other means, being able to exercise control (including as defined under (a) or (b))
Costs of a player's registration	Amounts paid or payable directly attributable to a player's registration, comprising: • fixed transfer compensation • realised conditional transfer compensation for amounts which have become payable during the period • any other directly attributable amounts paid and/or payable to another party such as another football club, agent/intermediary, or national football association/league
Depreciation	The systematic allocation of the depreciable amount of a tangible asset over its useful life, es. the period over which an asset is expected

	to be available for use by an entity
Directly attributable	Directly attributable means, in relation to a particular activity, that: a) the expense, whether operating or non-operating, would have been avoided if that particular activity had not been undertaken, and b) the expense is separately identifiable without apportionment.
Dividends	Distributions paid to holders of equity instruments
Employee benefit expenses	All forms of consideration given by an entity in exchange for services rendered by employees or for the termination of employment, including in respect of directors, management and those responsible for governance.
Event or condition of major economic importance	An event or condition that is considered material to the financial statements of the reporting entity/entities and would require a different (adverse) presentation of the results of the operations, financial position and net assets of the reporting entity/entities if it occurred during the preceding reporting period or interim period.
Government	Any form of government, including government agencies, government departments and similar bodies, whether local or national.
Group	A parent and all its subsidiaries. A parent is an entity that has one or more subsidiaries. A subsidiary is an entity, including an unincorporated entity such as a partnership that is controlled by another entity (known as the parent).
Impairment	An impairment loss, being the amount by which the carrying amount of an asset exceeds its recoverable amount, es. the higher of an asset's fair value less costs to sell and value in use
International Financial Reporting Standards (IFRS)	Standards and Interpretations adopted by the International Accounting Standards Board (IASB). They comprise:

	• International Financial Reporting Standards; • International Accounting Standards; and • Interpretations originated by the International Financial Reporting Interpretations Committee (IFRIC) or the former Standing Interpretations Committee (SIC).
ISRS 4400	International standard on related services 4400 (revised), agreed-upon procedure engagements
Joint control	The contractually agreed sharing of control over an economic activity, which exist only when the strategic financial and operating decisions relating to the activity require the unanimous consent of the parties sharing control (the venturers).
Joint venture	A contractual arrangement whereby two or more parties undertake an economic activity that is subject to joint control.
Key management personnel	Persons having authority over and responsibility for planning, directing and controlling the activities of an entity, directly or indirectly, including but not limited to any director (executive or otherwise) of the entity.
Licence	Certificate granted by FSGC confirming fulfilment of all minimum criteria by the licence applicant as part of the admission procedure for entering UEFA club competitions.
Licence season	UEFA season for which a licence applicant ha applied for/been granted a licence. Its starts the day following the deadline for submission of the list of licensing decisions by the licensor to UEFA and lasts until the same deadline the following year
Licensee	Licence applicant that has been granted the UEFA licence by FSGC.
Licensor	Body that operates the club licensing system, grants UEFA licences. For the Republic of San Marino this entity is the FSGC (Federazione Sammarinese Giuoco Calcio).
List of licensing decisions	List submitted by the licensor to UEFA

	containing, among other things, information about the licence applicants that have undergone the licensing process and been granted or refused a UEFA licence by the national club licensing decision-making bodies in the format established and communicated by the UEFA administration.
Material/Materiality	Omissions or misstatements of items or information are material if they could individually or collectively influence the decisions of users taken on the basis of the information submitted by the club. Materiality depends on the size and nature of the omission or misstatement judged in the surrounding circumstances or context. The size or nature of the item or information, or a combination of both, could be the determining factor.
Minimum criteria	Criteria to be fulfilled by a licence applicant in order to be granted the UEFA licence.
Monitoring documentation	The documentation to be submitted by a licensee as defined in respect of each of the club monitoring requirements
National accounting practice	The accounting and reporting practices and disclosures required of entities in the Republic of San Marino.
Net debt	The aggregate of the following balances: • bank overdrafts, bank and other loans, accounts payable to group entities and other related parties less cash and cash equivalents); • net player transfers balance (i.e. the net of accounts receivable from players' transfers and accounts payable from players' transfer; • accounts payable to social/tax authorities (non-current).
Net result	The total of all items of income less expenses in a period, in profit or loss
Non-football activities related to the club	Any revenue and directly attributable costs recognised by a club from certain defined operations, transactions or assets that are not football activities, but are related to the club. Non-football activities related to the club include only the following:

a. non-matchday use of the stadium for events (e.g. concerts, exhibitions);

b. rental of training facilities for non-football events;

c. rental of facilities at or adjacent to the stadium or training facilities (e.g. conference centre, business premises);

d. a club museum not at the stadium;

e. a bar or restaurant at the stadium, or a bar or restaurant separate from the stadium that uses the brand of the football club;

f. hotel adjacent to the stadium or training facilities;

g. sports facilities, health centre or gym adjacent to the stadium or training facilities.

Such activities are not contingent upon the club's sporting performance, sporting rights, player-related activities or matchday operations. Except for the activities (a) and (b) above, they must be incorporated in a separate entity and must represent in aggregate no more than 10% of total operating revenue.

Non-football activities not listed above or exceeding the 10% threshold above will not be considered unless assessed as related to the club by the CFCB on a case-by-case basis.

Non-football activities not related to the club

Non-football activities not defined as non-football activities related to the club are considered as not related to the club, even if they operate at or in close proximity to the club's premises or use the brand of the football club. Non-football activities not related to the club include amusement park, retail business, real estate development projects, casino, hospital.

Parties involved

Any person or entity involved in the UEFA

	club licensing system or monitoring process, including UEFA, the licensor, the licence applicant/licensee and any individual involved on their behalf.
Party	A natural or legal person, a legal entity or government
Player registration(s)	Player registration(s) has the meaning set out in the *FIFA regulations on the Status and Transfer of players*
Professional players	Professional player has the meaning set out in the *FIFA Regulations on the Status and Transfer of Players*. If applicable, a professional player may be male or female.
Profit/loss on disposal tangible assets	The profit or loss calculated as the difference between the net disposal proceeds, if any, and the carrying value (as per the balance sheet) of the tangible asset at the date of disposal.
Protection from creditors	Procedures pursuant to laws or regulations whose objectives are to protect an entity from creditors, rescue insolvent entities and allow them to carry on running their business as a going concern. This process encompasses administration procedures and other insolvency proceedings (that might result in a compromise with creditors or bankruptcy
Related party	A related party is a person or entity or government that is related to the entity that is preparing its financial statements (the reporting entity). In considering each possible related party relationship, attention is directed to the substance of the relationship and not merely the legal form a) A person or a close member of that person's family is related to a reporting entity if that person: i. has control or joint control of the reporting entity; ii. has a significant or decisive influence over the reporting entity; or iii. is a member of the key management personnel of the reporting entity or of a parent of the reporting entity. b) An entity is related to a reporting entity if

any of the following conditions applies:

i. The entity and the reporting entity are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others)

ii. The entity and the reporting entity are controlled, jointly controlled or significantly or decisively influenced by the same party.

iii. One entity is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity

iv. A party has a significant or decisive influence over the other entity

v. Both entities are joint ventures of the same third party

vi. One entity is a joint venture of a third entity and the other entity is an associate of the third entity.

vii. The entity is a post-employment benefit plan for the benefit of employees of either the reporting entity or an entity related to the reporting entity. If the reporting entity is itself such a plan, the sponsoring employers are also related to the reporting entity.

viii. The entity is controlled or jointly controlled by a person identified in a).

ix. A person identified in (a)(i) has a significant or decisive influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity).

x. The entity, or any member of a group of which it is a part, provides key management personnel services to the reporting entity or to the parent of the reporting entity.

Reporting entity/entities	A registered member and/or football company or group of entities or some other combination of entities which is included in the reporting perimeter and which must provide the licensor with information for both club licensing and club monitoring purposes.
Reporting period	A financial reporting period ending on the reporting entity's annual accounting reference date.
Significant change	An event that is considered material to the documentation previously submitted to the licensor and that would require a different presentation if it occurred prior to submission of the documentation.
Significant influence	The power to participate in the financial, operating or sporting policies of an entity, but not in control or joint control of that entity, by means of share ownership, voting power, constitutional documents (statutes), agreement, or otherwise. Examples of significant influence include a party: a) holding, directly or indirectly, between 20% and 50% of the shareholders' or members' voting rights; b) having the ability to influence the appointment or removal of a majority of the members responsible for the governance of an entity (es. any administrative, management or supervisory bodies of an entity) c) being a minority shareholder or a member of the entity and alone, pursuant to an agreement entered into with other shareholders or members of the entity or by any other means, being able to exercise any significant influence (including as defined under (a) and (b)) d) providing in one reporting period either alone or in aggregate with parties under the same ultimate controlling party or government (excluding UEFA, a UEFA member association and an affiliated league) an amount equivalent to at least 30 % of the

	entity's total revenue for the same period
Stadium	The venue used by a club for a football match including, adjacent properties used for the organisation of such football match (for example offices, hospitality areas, press centre and accreditation centre).
Supplementary information	Financial information to be submitted to the licensor in addition to the financial statements if the minimum requirements for disclosure and accounting are not met. The supplementary information must be prepared on a basis of accounting, and accounting policies, consistent with the financial statements. Financial information must be extracted from sources consistent with those used for the preparation of the annual financial statements. Where appropriate, disclosures in the supplementary information must agree with, or be reconciled to, the relevant disclosures in the financial statements.
Tangible assets	Assets that have physical substance and are held for use in the production or supply of goods or services, for rental to others, or for administrative purposes on a continuing basis in the entity's activities.
Training facility	A venue–at which a club's football players undertake football training and/or youth development activities on a regular basis, comprising football pitches, indoor training facilities, dressing rooms and a medical room.
UEFA Club Licensing Quality Standard	Document that defines the minimum requirements with which licensors must comply to operate the club licensing system
Ultimate beneficiary	A natural person on whose behalf an entity or arrangement is owned or controlled or a transaction is conducted
Ultimate controlling party	A natural or legal person who/which has, directly or indirectly, ultimate control of an entity

2 Any masculine or feminine grammatical forms used to refer to people in the different language versions of these regulations are used for readability only and should be understood to cover people of all genders, except where clear from the context.

Part II. UEFA Club Licensing

Chapter 1: Licensor

Article 5 – *Responsibilities of the Licensor*

1 The licensor is the Federazione Sammarinese Giuoco Calcio (FSGC). It governs the club licensing system.

2 The licensor must ensure that all applicable provisions defined in part II of these regulations are integrated into national club licensing regulations, which must be submitted in one of UEFA's official languages to UEFA for review according to the procedure defined in Annex C.

3 In particular the licensor must:

a) establish appropriate licensing administration as defined in Article 6;
b) establish two decision-making bodies as defined in Article 7 (National Club Licensing Bodies);
c) set up a catalogue of sanctions as defined in Article 8;
d) define the core process in accordance with Article 10;
e) assesses the documentation submitted by the licence applicants, considers whether this is appropriate and define the assessment procedures in accordance with Article 11;
f) ensures equal treatment of all licence applicants and guarantees them full confidentiality with regard to all information provided during the licensing process as defined in Article 12;
g) determine to its comfortable satisfaction whether each criterion has been met and what further information, if any, is needed for a Licence to be granted.

Article 6 – *Licensing administration*

1 The licensor must appoint a licensing manager who is responsible for the licensing administration and, possibly, a deputy licensing manager.

2 The tasks of the licensing administration (LA) include:

a) preparing, implementing and further developing the FSGC club licensing system;
b) providing administrative support to the National Club Licensing Bodies (decision-making bodies);
c) assisting, advising and monitoring the licensees during the season;
d) informing UEFA of any event occurring after the licensing decision that constitutes a significant change to the information previously submitted to the licensor, including a change of legal form, legal group structure (including change of ownership) or identity;
e) serving as the contact point for and sharing expertise with the licensing departments of other UEFA member associations and with UEFA itself.

3 At least one member of licensing administration or an external financial expert must have a financial background and a diploma in accountancy/auditing and must be registered in the Professional Accountants Register, or must have several years' experience in the above matters (a "recognition of competence").

4 The Licensing Administration is made of the (National) Licensing Manager, which can be supported in his office by the Deputy Licensing Manager (if appointed). The Licensing Manager has the duty to organize and coordinate the entire club licensing process. In particular, he supervises the activity of Licensing Management. The Licensing Administration is appointed by the FSGC Council.

5 Furthermore, the Licensing Administration is also made of a Panel of Experts, appointed by the licensor and whose main task is to assess, on the basis of the documentation and declarations presented by the licence applicants and the specific verifications required by the Licensing Manager/Deputy Licensing Manager, whether or not all non-financial criteria are met by the licence applicants. Moreover, these Experts provide technical assistance to the Licensing Manager, the Deputy Licensing Manager and the National Club Licensing Bodies (decision-making bodies). The members of the Panel of Experts cannot have any kind of relationship with the FSGC clubs.

6 To assess the financial criteria, the FSGC appoints its Auditing Commission. It is composed by a President and at least two other members, appointed by the FSGC Council for an Olympic cycle (four-year period). The appointed members must have relevant professional skills. At least one of them must be registered in the Chamber of the Professional Auditors in San Marino.

7 The Auditing Commission must audit the annual financial statements and issue a report to both the license applicant and the First Instance National Licensing Committee, also called in the following pages First Instance Body (FIB). This report must be signed at least by the member of the Commission who is also a member of in the Chamber of the Professional Auditors in San Marino.

8 In order to ensure full independence of the Auditing Commission and the Panel of Experts, their members are strictly bound to confidentiality and in no case they are allowed to have any kind of relationship with a club which is member of the FSGC.

9 Anyone involved in the Club Licensing & Financial Fair Play System for FSGC, has to guarantee a 60 working days advice in case of resignation from his/her role. During this period of time, he/she has to pass all the information he/she has to the one indicated by FSGC Consiglio Federale*.*

Article 7 – *Decision-making bodies*

1 The National Club Decision-making Bodies are the First Instance National Licensing Committee, also called in the following pages First Instance Body (FIB), and the Second Instance National Licensing Committee, also called in the following pages Appeals Body (AB), and they must be independent of each other.

2 The First Instance Body (FIB) decides on whether the UEFA Licence should be granted to an applicant on the basis of the documents provided by the submission deadline set by the licensor and on whether the UEFA Licence should be withdrawn.

3 The Appeals Body (AB) decides on appeals submitted in writing and makes a final decision on whether the UEFA Licence should be granted or withdrawn.

4 Appeals may only be lodged by:

a) a licence applicant who received a refusal from the First Instance Body;
b) a licensee whose licence has been withdrawn by the First Instance Body; or
c) The licensing manager on behalf of the licensor

5 The Appeals Body makes its decision based on the decision of the First Instance Body and all the evidence provided by the appellant with its written request for appeal and by the set deadline.

6 The decision of the Appeals Body is final and no appeal can be lodged with the Court of arbitration or any other civil or sporting court.

7 Members of the National Club Licensing Bodies (decision-making bodies) are appointed by the FSGC Council for an Olympic Cycle (four year term) and are selected among individuals having specific professional knowledge on the subjects described in these regulations. They must not have relations of any kind with the licence applicants. The National Club Licensing Bodies take their decisions by absolute majority vote.

8 The FIB is composed of five members, i.e. a Chairman, a Vice-Chairman and three other members; it is convened by its Chairman and is rightfully constituted if all its members are present.

The AB is composed of five members, i.e a Chairman, a Vice-Chairman and three other members; it is convened by its Chairman and is rightfully constituted if three of its members, one being the Chairman or the Vice-Chairman, are present.

9 Members of the National Club Licensing Bodies must:

a) act impartially in the discharge of their duties;
b) abstain if there is any doubt as to their independence from the licence applicant or if there is a conflict of interest. In this connection, the independence of a member may not be guaranteed if he or any member of his family (spouse, child, parent, sibling) is a member, shareholder, business partner, sponsor or consultant of the licence applicant. The foregoing list is illustrative and not exhaustive;
c) not act simultaneously as Licensing Manager or member of licensing administration;
d) not belong simultaneously to a judicial statutory body of the licensor;
e) not belong simultaneously to the executive body of the FSGC or its affiliated league;
f) not belong simultaneously to the personnel of an affiliated club;

g) include at least one qualified lawyer registered in the Bar Association and one qualified financial expert that means considering the National law registered in the Professional Accountants Register.

10 Members of the Appeals Body must not belong simultaneously either to the administrative staff or to any statutory decision-making body or committee of the FSGC.

11 The quorum of the decision-making bodies must be at least three members. In case of a tie, the chair has the casting vote.

12 The decision-making bodies must operate according to the following procedural rules:

a) Deadlines

All deadlines of the whole licensing process (as provided within Annex I) are defined in a separate timetable which is worked out by the LA and is communicated to the licence applicants together with the package of licensing documentation every year by the end of December at the latest.

b) Safeguarding fundamental procedural rights

Fundamental procedural rights are guaranteed to the parties, particularly the right to equal treatment (see Article 12) and the *right to be heard* (including, but not limited to, the right to speak, the right to have evidence produced and to participate in the production of evidence and the right to a reasoned decision).

c) Representation

All license applicants can request to be present during FIB and AB meetings when their case is heard. A representative of the licence applicant must be a person authorized by the club.

d) The right to a hearing

All licence applicants have the right to an hearing before both FIB and AB

e) Official Language

f) Time limit to appeal before the AB

An appeal before the AB may be lodged within 7 calendar days from the date of receipt by fax of the decision of the FIB.

The appeal request must be sent by registered letter with return receipt. The appellant can request a hearing before the AB by enclosing a written request to the appeal letter.

In no case can a license applicant make an appeal against the granting of the UEFA License to another license applicant.

g) Effects of appeal

The appeal will have no delaying effect

h) Type of evidence requested

New evidence may be provided before the AB by the appellant with its written request for appeal.

i) Burden of proof

The licence applicant has the burden of proof.

j) Decision

The decision must be in writing and must be supported by reasoning and communicated to the parties in writing. Italian is considered official language for all documents regarding FIB, AB and appeal procedure.

k) Grounds for complaints

l) Content and form of pleading

The pleading must be in writing and must contain at least the grounds of appeal and the pleadings.

m) Deliberation / hearings

Deliberation is held in secret.

n) Cost of procedure / administrative fee / deposit

Any appellant (except the licensor) has to deposit a fee, whose amount is annually determined by the FSGC Council and then communicated to all concerned parties. This fee shall in principle not be given back; however, a part of this fee may be given back only if the UEFA License is finally granted by the AB. Until further notice the amount of the deposit fee is established in 750,00 Euro.

Article 8 – *Catalogue of sanctions*

1 The National Club Licensing Bodies (decision-making bodies) are the competent bodies that have to impose sanctions on the licence applicants/licensees for infringement of the requirements of these regulations.

2 For the non-respect of the club licensing criteria referred to in Article 17 paragraphs 2, the applicable and relevant sanctions will be chosen within the FSGC Catalogue of Sanctions, established by the FSGC Council each year, for the FSGC Club Licensing System.

3 Infringements of these regulations other than those mentioned in paragraph 2 above (such as, for example, the submission of falsified or deliberately incorrect data) will be punished, in accordance with the FSGC Disciplinary Regulations.

Article 9 – *Licensor's certification*

1 The licensor must be certified against the UEFA Club Licensing Quality Standard on an annual basis by an independent body appointed by UEFA.

Article 10 – *The core process*

1 The licensor must define the core process for the verification of the club licensing criteria and thus manage the issuing of licences

2 The core process starts on 31 December at the latest with the LA submitting the licensing documentation to the licence applicants and ends with the submission of the

list of licensing decisions to UEFA by the deadline communicated by the latter (31 May in principle).

3 The core process is defined within Annex 1.

4 The deadlines of all the process steps described within Annex I are clearly defined in the timetable issued and distributed to all parties involved in the FSGC club licensing system every year by 31 December at the latest. The deadline for the submission of the application forms and documents by the licence applicants to the licensor is 28 February.

Article 11 – *Assessment procedures*

The Licensor defines the assessment procedures, except those used to verify compliance with the defined criteria for which specific assessment processes must be followed as set out in Annex I.

Article 12 – *Equal treatment and confidentiality*

1 The licensor ensures equal treatment of all licence applicants during the core process.

2 The licensor guarantees the licence applicants full confidentiality with regard to all information submitted during the licensing process. Anyone involved in the licensing process or appointed by the licensor must sign a confidentiality agreement before assuming their tasks.

Article 13 – *Exception policy*

1 UEFA may grant an exception to the provisions set out in Part II within the limits set out in Annex A

Chapter 2: Licence Applicant and UEFA Licence

Article 14 – *Definition of licence applicant and three-year rule*

1 A licence applicant may only be a football club, i.e. a legal entity responsible for a men's football first team participating in national and UEFA club competitions and that is a registered member of the FSGC (hereinafter: registered member).

2 By the start of the licence season, the membership and/or the contractual relationship (if any) must have lasted for at least three consecutive seasons. Furthermore, the licence applicant's men's football first team must have participated in the official national competitions for men's football first teams for at least three consecutive seasons (hereinafter: three-year rule).

3 Any change to the legal form, legal group structure (including a merger with another entity or transfer of football activities to another entity) or identity (including headquarters, name, crest or colours) of a licence applicant/licensee must be notified to the licensor and UEFA before the start of the licensing process

4 Any change to the legal form, legal group structure (including a merger with another entity or transfer of football activities to another entity) or identity (including headquarters, name, crest or colours) of a licence applicant/licensee that took place within the three seasons preceding the start of the licence season to the detriment of the integrity of a competition to the detriment of the club's history and legacy to facilitate the licence applicant's qualification for a competition on sporting merit; or to facilitate the licence applicant receipt of a licence is deemed as an interruption of membership or contractual relationship (if any) within the meaning of this provision.

5 Exceptions to the three-year rule may be granted by the CFCB in accordance with Annex A.

Article 15 – *General responsibilities of the licence applicant*

1 The licence applicant must provide the licensor with:

a) all necessary information and relevant documents to fully demonstrate that the licensing obligations are fulfilled; and

b) any other document relevant for decision-making by the licensor.

2 This includes information on the reporting entity/entities in respect of which sporting, social and environmental sustainability, infrastructure, personnel and administrative, legal and financial information is required to be provided.

3 Any event that occurs after the submission of the licensing documentation to the licensor and represents a significant change to the information previously submitted must be promptly notified to the licensor in writing (including a change of the licence applicant's legal form, legal group structure including ownership or identity).

Article 16 – *UEFA Licence*

1 Clubs which qualify for the UEFA club competitions on sporting merit must obtain the UEFA Licence issued by the FSGC according to these regulations.

The clubs willing to participate in the Sammarinese championship are highly recommended to obtain the UEFA Licence issued by the FSGC according to these regulations. The club that don't apply or doesn't obtain the UEFA Licence is allowed to take part in the Sammarinese championship but is not entitled to receive any contribution for the licencing process for the season following the not obtaining the licence.

2 The UEFA Licence expires without prior notice at the end of the season for which it was issued.

3 The UEFA Licence cannot be transferred.

4 The UEFA Licence may be withdrawn by the licensor's decision-making bodies if:

a) any of the conditions for the issuing of the UEFA Licence are no longer satisfied (however, if a criterion that had motivated the granting of the UEFA Licence is no longer met during the licence season, the competent National Club Licensing Body will first require the licensee to intervene and take the necessary corrective measures, establishing a deadline for the fulfilment in accordance with FSGC Disciplinary Regulations; then, if the corrective measures are not successfully applied within the defined deadline, the UEFA Licence may be withdrawn); or

b) the licensee violates any of its obligations under these regulations.

5 As soon as a UEFA Licence withdrawal is envisaged, the FSGC must inform UEFA accordingly.

Chapter 3: CLUB Licensing Criteria

Article 17 – *General*

1 With the exception of those in paragraph 2 below, the club licensing criteria defined in this section IV must be fulfilled by clubs in order for them to be granted the UEFA Licence to enter the UEFA Champions League, the UEFA Europa League or the UEFA Conference League (the relevant competitions) and the Sammarinese championship

2 Failure to fulfil the criteria defined in Article 20, article 24, art. 25, art. 26 to 31, Article 34, Article 41, Art.44, Article 45, Article 51 and Article 53 to Article 57 and paragraph 21.2 and paragraph 23.2 does not lead to refusal of a licence but to a sanction defined by the licensor according to its catalogue of santions (see article 8)

SPORTING CRITERIA

Article 18 – *Youth development programme*

1 The licence applicant must have a written youth development programme approved by the licensor.

2 The licensor must regularly verify the implementation of the approved youth development programme and evaluate its quality.

3 The programme must cover at least the following areas:

a) Youth development objectives and philosophy
b) Youth sector organisation (organisational chart, bodies involved, relation to licence applicant, youth teams etc.);
c) Personnel (technical, medical, administrative etc.) and minimum qualifications required;
d) Infrastructure (training and match facilities, availability, etc);
e) Financial resources (budget, contribution from licence applicant, players or local community etc.);
f) Football education for various age groups (playing skills, technical, tactical and physical);
g) Educational initiatives (*Laws of the Game;* anti-doping; integrity; anti-racism)
h) Medical support for youth players (including maintaining medical records);
i) Review and feedback process to evaluate the results and achievements against the objectives
j) Duration of the programme (at least three years but maximum seven).

4 The licence applicant must further ensure that:

a) every youth player involved in its youth development programme can follow mandatory school education in accordance with San Marino Legislation; and
b) no youth player involved in its youth development programme is prevented from continuing their non-football education.

Article 19 – *Youth teams*

1 The licence applicant must have two youth teams within its legal entity within the age range of 7 to 12, i.e. the Under-11 and Under-13 youth teams.

2 The FSGC must ensure the education and development of the youth players within the age range of 13 to 21.

3 These two provisions constitute an exception to the UEFA requirements. This exception has been granted by UEFA for an unlimited period of time.

4 The participation in Youth Academies or development projects among clubs has to be declared as part of the programme as for Article 17 above, but is not in substitution of the obligations of comma 1 of this article.

Article 20 – *Women's football activities*

1 The licence applicant must support women's football by implementing measures and activities aimed to further develop, professionalise and popularise women's football such as:

a) Entering a first and/or youth team in official competitions;
b) Providing support to an affiliated women's football club; or
c) Organising other women's football initiatives as defined by the licensor

Article 21 – *Medical care of players*

1 The licence applicant must establish and apply a policy to ensure that all players eligible to play for its first squad undergo a yearly medical examination in accordance with the relevant provisions of the UEFA Medical regulations.

2 The licence applicant must establish and apply a policy to ensure that all youth players above the age of 12 undergo a yearly medical examination in accordance with the relevant provisions defined by its licensor in line with its National legislation.

3 The licence applicant must ensure that all players eligible to play for its first squad are covered by health insurance in accordance with the relevant national legislation.

Article 22 – *Registration of players*

All the licence applicant's players above the age of ten must be registered with the FSGC in accordance with the relevant provisions of the *FIFA Regulations on the Status and Transfer of Players*.

Article 23 – *Written contract with professional players*

1 Each of the licence applicant's professional players must have a written contract with the licence applicant in accordance with the relevant provisions of the *FIFA Regulations on the Status and Transfer of Players*.

2 The licence applicant must ensure that its professional players' contract are in line with the relevant provisions of the agreement regarding the minimum requirements for standard players contracts in the professional football sector in the European Union at the rest of the UEFA territory.

Article 24 – *Loan of professional players*

1 The licence applicant must respect the provisions of the FIFA Regulations on the Status and Transfer of Players with regard to loans of professional players.

Article 25 – *Refereeing matters Laws of the Game and anti-doping programme*

25.01 The licence applicant must ensure that all members of its first squad (players, coaches and other technical staff) attend a session or an event on refereeing organised by or in collaboration with the UEFA member association during the 12 months prior to the licence season

25.02 The licence applicant must ensure that all members of its first squad (players, coaches and other technical staff) complete an anti-doping programme organized by or in collaboration with the UEFA member association during the 12 months prior to the licence season

SOCIAL AND ENVIRONMENTAL SUSTAINABILITY CRITERIA

Article 26 – *Social and environmental sustainability strategy*

1 The licence applicant must establish and implement a social and environmental sustainability strategy strategy in line with the UEFA Football Sustainability Strategy 2030 and relevant UEFA guidelines, for at least the areas of equality and inclusion, anti-racism, child and youth protection and welfare, football for all abilities, and environmental protection.

Article 27 – *Equality and inclusion*

The licence applicant must establish and implement a policy to ensure equal rights and opportunities for all people following and contributing to football activities organised by the licence applicant

Article 28 – *Anti-racism*

The licence applicant must establish and implement a policy to tackle racism and to guarantee that all the licence applicant's policies, programmes and practices are exercised without discrimination of any kind

Article 29 – *Child and youth protection and welfare*

The licence applicant must establish and implement a policy to protect, safeguard and ensure the welfare of youth players and ensure they are in a safe environment when participating in activities organised by the licence applicant.

Article 30 – *Football for all abilities*

The licence applicant must establish and implement a policy to make following and contributing to football activities organised by the licence applicant accessible and enjoyable for everyone, irrespective of disability or disabling factors

Article 31 – *Environmental protection*

The licence applicant must establish and implement a policy to improve its environmental footprint and sustainability in relation to the organisation of events, infrastructure construction and management

INFRASTRUCTURE CRITERIA

Article 32 – *Stadium for UEFA club competitions*

1 The licence applicant must have a stadium available for UEFA club competitions which must be based within the territory of the Republic of San Marino and approved by the FSGC in accordance with the UEFA Stadium Infrastructure Regulations.

2 Thanks to an exception granted by UEFA for an unlimited period of time, the FSGC puts the Stadium of Serravalle at the disposal of the licence applicant and the written agreement signed with the owner of the Stadium of Serravalle (i.e. the Sammarinese National Olympic Committee) for the use of the Stadium of Serravalle is concluded by the FSGC and not by the licence applicant. The licence applicant does not have to provide a written agreement with the owner of the Stadium of Serravalle.

3 The FSGC ensures that it has a written agreement in place with the owner of the Stadium of Serravalle; this written agreement must guarantee that the Stadium of Serravalle can be used for the licence applicant's UEFA home matches during the licence season.

4 The Stadium of Serravalle must fulfil the minimum requirements defined in the *UEFA Stadium Infrastructure Regulations* and be classified at least as UEFA category 2 stadium.

Article 33 – *Training facilities – Availability*

1 The licence applicant must have training facilities available throughout the year.

2 Thanks to an exception granted by UEFA for an unlimited period of time, the FSGC puts at least one of its Stadia at the disposal of the licence applicant for training. This because of the agreement with the owner of the Stadia (i.e. the Sammarinese National Olympic Committee) for the use is concluded by the FSGC and not by the licence applicant. The licence applicant does not have to provide a written agreement with the owner of the training facilities.

3 The FSGC ensures that it has a written agreement in place with the owner of the training facilities

4 FSGC guarantees that the training facilities can be used by all the licence applicant's teams during the licence season, taking into account its youth development programme.

Article 34 – *Training facilities – Minimum infrastructure*

As a minimum, the infrastructure of training facilities must fulfil the requirements defined by the licensor (if it is not the subject that takes care directly of the facilities), for example:

a) Relevant indoor/outdoor facilities;
b) The specificities of those facilities: at least one pitch with regular dimension for an international match

c) Dressing room specificities: at least 4 different dressing room;
d) The medical room and its minimum equipment: defibrillator and first aid kit;
e) Floodlighting: at least category 2;
f) Any other relevant requirement identified by FSGC.

PERSONNEL AND ADMINISTRATIVE CRITERIA

Article 35 – *General manager*

The licence applicant must have appointed a general manager who is responsible for running its operative matters.

Article 36 – *Finance officer*

1 The licence applicant must have appointed a qualified finance officer who is responsible for its financial matters.

2 The finance officer must hold as a minimum one of the following qualifications:
a) Diploma of certified public accountant;
b) Diploma of qualified auditor;
c) Finance Officer Diploma issued by the licensor or an organisation recognised by the licensor.

Article 37 – *Media officer*

1 The licence applicant must have appointed a qualified media officer who is responsible for media matters.

2 The media officer must hold as a minimum one of the following qualifications:
a) Diploma in journalism;
b) Media officer diploma issued by the licensor or an organisation recognised by the licensor;
c) Recognition of competence issued by the licensor, based on practical experience of at least three years in such matters.

Article 38 – *Medical doctor*

1 The licence applicant must have appointed at least one doctor who is responsible for medical support during matches and training as well as for doping prevention.

2 The medical doctor's qualification must be recognised by the Istituto Sicurezza Sociale and/or Ordine dei Medici della Repubblica di San Marino.

3 The medical doctor must be duly registered with FSGC.

4

The medical doctor must be the single point of contact for all medical data relating to the licence applicant's first squad

Article 39 – *Physiotherapist*

1 The licence applicant must have appointed at least one physiotherapist who is responsible for medical treatment and massages for the first squad during training and matches.

2 The physiotherapist's qualification must be recognised by the Istituto Sicurezza Sociale.

3 The physiotherapist must be duly registered with FSGC.

Article 40 – *Youth teams medic*

The licence applicant must have appointed at least one doctor or physiotherapist recognized as such by the national health authorities who is responsible for the medical care of the youth teams.

Article 41 – *Match organisation officer*

The licence applicant must have appointed a match organisation officer who is responsible for the overall organisation of the first squad home matches

Article 42 – *Safety and security officer*

1 The licence applicant must have appointed a qualified safety and security officer with the following responsibilities:

a) Developing, implementing and reviewing safety and security policy and procedures, including risk management and planning;
b) Being the main point of contact between the public authorities and the licence applicant on all safety and security matters;
c) Managing match-related safety and security operations

2 The safety and security officer must be qualified in accordance with the relevant national legal framework and should be trained and experienced in matters of crowd control and safety and security at football venues

Article 43 – *Social and environmental sustainability officer*

The licence applicant must have appointed a social and environmental sustainability officer who is responsible for the implementation of social and environmental sustainability policies and measures in accordance with the UEFA football sustainability strategy 2030 and relevant UEFA guidelines.

Article 44 – *Supporter liaison officer*

1 The licence applicant must have appointed a supporter liaison officer to act as the key contact point for supporters.

2 The supporter liaison officer will regularly meet and collaborate with the relevant club personnel on all related matters.

Article 45 – *Disability access officer*

1 The licence applicant must have appointed a disability access officer to support the provision of inclusive, accessible facilities and services.

2 The disability access officer will regularly meet and collaborate with the relevant club personnel on all related matters.

Article 46 – *Head coach of the first squad*

1 The licence applicant must have appointed a qualified head coach who is confirmed as the head coach by the relevant UEFA member association and who is responsible for the following matters of the first squad:

a) Players' selection
b) Tactics and training
c) Management of the players and technical staff in the dressing room and the technical area before, during and after matches; and
d) Duties regarding media matters (press conferences, interviews, etc.)

2 The head coach must hold one of the following minimum coaching qualifications, issued by a UEFA member association in accordance with the UEFA Coaching Convention:

a) Valid UEFA A Coaching licence
b) Valid UEFA recognition of competence equivalent to the licence required under (a) above as applicable

3 Thanks to an exception granted by UEFA this article will enter into force since 1 June 2024

Article 47 – *Assistant coach of the first squad*

1 The licence applicant must have appointed a qualified coach who assists the head coach in all football matters of the first squad.

2 The assistant coach of the first squad must hold one of the following minimum coaching qualifications, issued by a UEFA member association in accordance with the UEFA coaching convention:

a) Valid UEFA B coaching diploma;
b) Valid UEFA recognition of competence equivalent to the licence required under (a) above as applicable

Article 48 – *Goalkeeper coach of the first squad*

1 The licence applicant must have appointed a qualified goalkeeper coach who assists the head coach in goalkeeping matters of the first squad

2 The goalkeeper coach must hold one of the following minimum coaching qualifications, issued by a UEFA member association in accordance with the UEFA Coaching Convention:

a) Highest available valid UEFA goalkeeper licence according to the licensor's (or its UEFA member association's) membership status under the UEFA Coaching Convention
b) Valid UEFA recognition of competence equivalent to the licence required under (a) above

3 Thanks to an exception granted by UEFA this article will enter into force since the season 2026-27

Article 49 – *Head of youth development*

1 The licence applicant must have appointed a qualified head of youth development who is responsible for running the daily business and the technical aspects of the youth sector and the implementation of the youth development programme.

2 The head of youth development must hold one of the following minimum coaching qualifications, issued by a UEFA member association in accordance with the UEFA coaching convention:

a) UEFA B coaching diploma;
b) Valid UEFA recognition of competence equivalent to the licence required under a) above as applicable

Article 50 – *Youth coaches*

1 The licence applicant must have appointed for each mandatory youth team at least one qualified coach who is responsible for all football matters related to that team.

2 All the youth coaches must hold at least one of the following minimum coaching qualifications, issued by a UEFA member association in accordance with the UEFA Coaching Convention:

a) Valid UEFA Elite Youth B Coaching Licence or UEFA Youth B Coaching Licence;
b) Valid UEFA recognition of competence equivalent to the licence required under (a) above as applicable (ex. UEFA C Coaching diploma, equivalent to Elite Youth B Coaching Licence

3 The other youth coaches must hold the minimum qualification defined by the UEFA Member association, that is the UEFA C coaching diploma.

4 Youth coaches must obtain a first-aid qualification and renew it in accordance with the relevant national regulations

Article 51 – *Goalkeeper coach of youth teams*

1 The licence applicant must have appointed at least one qualified goalkeeper coach who assists the youth coaches in goalkeeping matters of the youth sector

2 The goalkeeper coach must hold one of the following minimum coaching qualifications, issued by a UEFA member association:

a) Second highest available valid UEFA goalkeeper licence according to licensor's (or its UEFA member association's) membership status under the UEFA coaching convention;
b) Valid domestic goalkeeper licence;
c) Valid UEFA recognition of competence issued in accordance with the UEFA Coaching Convention and equivalent to the licence required under a) above

3 Thanks to an exception granted by UEFA this article will enter into force from season 2027-2028

Article 52 – *Common provisions applicable to UEFA coaching qualifications under the UEFA Coaching Convention*

1 A holder of the required UEFA coaching licence within the meaning of Articles 46 to 51 is considered a coach who, in accordance with the implementation provisions of the *UEFA Coaching Convention*, has:

a) been issued a UEFA coaching licence by a UEFA member association; or
b) at least started the required UEFA coaching diploma course. Registration for the required diploma course is not sufficient to meet this criterion.

2 All qualified coaches and technical staff defined in articles 46 to 51 must be duly registered with FSGC.

Article 53 – *Written contracts*

1 All administrative, technical, medical and security staff or service performing any of the functions referred to in Article 35 to Article 51 must have written contracts with the licence applicant (or another entity within the legal group structure of the licence applicant) in accordance with the national legal framework.

2 The licence applicant must ensure that each coach's contract is in line with the relevant provisions of the FIFA regulations on the Status and Transfer of Players

Article 54 – *Service providers*

1 If a given function is entrusted to a service provider in accordance with the national legal framework, the licence applicant must sign a written contract with the service provider. It must contain the following information as a minimum:

a) Defined tasks and responsibilities;
b) Information on the person(s) responsible for the function, including their relevant qualifications.

Article 55 – *Occupation of functions*

1 The mandatory functions defined in Article 35 to Article 51 represent the minimum organisational structure required of the licence applicant.

2 One person could occupy more than one function, provided the person has sufficient time, adequate competencies and the necessary qualifications for each function, and no conflict of interest.

Article 56 – *Organisational structure*

1 The licence applicant must ensure provide the licensor with an organisational chart clearly identifying the relevant personnel and their hierarchical and functional responsibilities in its organisational structure

2 As a minimum, the organisational chart should provide information on the key personnel defined in Article 35 to Article 45 and Article 49.

Article 57 – *Duty of replacement during the season*

1 If a function defined in articles 35 to 51 becomes vacant during the licence season, the licensee must ensure that, within a period of a maximum of 60 days, the function is taken over by someone who holds the required qualification.

2 In the event that a function defined in articles 35 to 51 becomes vacant due to illness or accident, the licensor may grant an extension to the 60-day period only if reasonably satisfied that the person concerned is still medically unfit to resume their duties.

3 The licensee must promptly notify the FSGC of any such replacement.

LEGAL CRITERIA

Article 58 – *Declaration in respect of participation in UEFA club competitions*

1 The licence applicant must submit a legally valid declaration confirming the following:

a) It recognises as legally binding the statutes, regulations, directives and decisions of FIFA, UEFA, the FSGC as well as the jurisdiction of the Court of Arbitration for Sport (CAS) in Lausanne as provided in the relevant articles of the *UEFA Statutes*;

b) At national level it will play in competitions that are recognised and endorsed by the FSGC;

c) At international level it will participate in competitions recognised by UEFA (to avoid any doubt, this provision does not relate to friendly matches);

d) It will promptly inform the licensor about any significant change, event or condition of major economic importance;

e) It will abide by and observe the *FSGC Club Licensing Regulations*;

f) it will abide by observe the *UEFA Club Licensing and Financial sustainability Regulations*;

g) Its reporting perimeter is defined in accordance with Article 64;

h) All revenues and costs related to each of the football activities listed in Paragraph 64.03 have been included in the reporting perimeter

i) It will be accountable for any consequences of an entity included in the reporting perimeter not abiding by and observing items e) and f) above;

j) All relevant information related to any change of its legal form, legal group structure (including ownership) or identity from the three seasons preceding the start of the licence season have been reported to the licensor and UEFA.

k) All submitted documents are complete and correct;

l) It authorises the Licensing Administration and National Club Licensing Bodies, the UEFA Administration, the Club Financial Control Panel and the UEFA Organs for the Administration of Justice to examine any relevant document and seek information from any relevant public authority or private body in accordance with Sammarinese legislation;

m) It acknowledges that UEFA reserves the right to execute compliance audits in accordance with Article 85

2 The declaration must be executed by an authorised signatory no more than three months prior to the deadline for its submission to the licensor.

Article 59 – *Legal information*

1 The licence applicant must submit at least the following legal information about the licence applicant and, if different, the registered affiliation number:

a) Complete Legal Name;

b) Legal form

c) Copy of current, valid statutes (es. Company act)
d) Extract from a public register (es. Trade register)
e) List of authorised signatories
f) Type of signature required (es. Individual, collective)

2 The licence applicant must also provide the following contact information:

a) Address of its official headquarters
b) Official contact details (such as phone/fax number and email addresses)
c) Address of its official public website
d) Name and direct contact details of its main official contact person for club licensing matters

Article 60 – *Licence applicant's identity, history and legacy*

1 All elements that constitute the visual identity of a football club in connection and combination with the official name and/or the name of the team in competitions such as the official crest logos, the other trademarks and official club colours must be owned by and be in the sole control of the licence applicant or the registered member (if different to the licence applicant) as defined in Paragraph 14.01

2 The licence applicant's identity must be registered with the licensor together with its history and legacy including its sporting achievements

Article 61 – *Legal group structure*

1 The licence applicant must provide the licensor with a document that includes a chart with its legal group structure as at 31 December prior to the deadline for the submission of its licence application to the licensor. It must be presented in a chart and duly approved by management.

2 This document must clearly identify and include information on:

a) the licence applicant and, if different, the registered member;
b) any subsidiary of the licence applicant and, if different, the registered member;
c) any associate entity of the licence applicant and, if different, the registered member;
d) Any party that has 10% or greater direct or indirect ownership of the licence applicant, or 10% or greater voting rights;
e) Any direct or indirect controlling entity of the licence applicant;
f) Any other football club, in respect of which any of the parties identified in (a) to (e) or any of their key management personnel, have any ownership interest or voting rights or membership or any other involvement or influence whatsoever in its management, administration or sporting performance, and;
g) The key management personnel of the licence applicant and, if different, the registered member.

3 The reporting perimeter as defined in Article 64 must also be clearly identified in the document.

4 The following information must be provided in relation to each of the parties included in the legal group structure:

a) Name and, if applicable, legal form;
b) Main activity, and
c) Percentage of ownership interest (and, if different, percentage of voting rights For any subsidiary of the licence applicant and, if different, the registered member, the following information must also be provided:
d) Share capital;
e) Total assets;
f) Total revenues;
g) Total equity.

5 The licence applicant must provide information about any changes to the information indicated in paragraph 61.2, 61.3 and 61.4 that occurred during the period covered by the annual financial statements, and during the period from the annual accounting reference date up to the submission of the information to the licensor

6 If deemed relevant the licensor may request the licence applicant/licensee to provide other information other than that listed above

7 The licence applicant must confirm that the information about the legal group structure is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant

Article 62 – *Ownership and governance*

1 The licence applicant must submit a document which contains information on:

a) The ultimate controlling party of the licence applicant
b) The ultimate beneficiary of the licence applicant,
c) The members responsible for the governance of the licence applicant–(es. administrative, management or supervisory bodies); and
d) Any party with a significant or decisive influence over the licence applicant

2 The following information must be provided in relation to each of the parties identified in paragraph 1 above as at the date of submission of this information to the licensor:

a) Name and, if applicable, legal form;
b) Main activity;
c) Percentage of ownership interest and, if different, percentage of voting rights in respect of the licence applicant;
d) If applicable, key management personnel; and

e) Any other football club in respect of which the party, or any of its key management personnel, has any ownership interest, voting rights or membership or any other involvement or influence whatsoever.

3 The licence applicant must provide information about any changes to the information indicated in paragraphs 62.1 and 62.2 that occurred during the period covered by the annual financial statements, and during the period from the annual accounting reference date up to the submission of the information of the licensor.

4 If a change has occurred as indicated in paragraph 62.3, it must be described in detail by the licence applicant in the information to the licensor. As a minimum the following information must be provided.

a) The date on which the change occurred
b) A description of the purpose of and reasons for the change;
c) Implications for the licence applicant's financial, operating and sporting policies, and
d) A description of any impact on the licence applicant's equity or debt situation

5 If deemed relevant the licensor may request the licence applicant to provide additional information other than that listed above

6 The licence applicant must confirm that the declaration on the ultimate controlling party, ultimate beneficiary and party with a significant or decisive influence is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of both the licence applicant and the licence applicant's ultimate controlling party.

Article 63 – *Written representation prior to the licensing decision*

1 The licence applicant must submit written representation to the licensor within the seven days prior to the start of the first instance Body's decision-making process, as defined by the licensor in accordance with Article 10

2 The licence applicant must confirm:

a) That all documents submitted to the licensor are complete, accurate and in compliance with these regulations;
b) Whether or not any significant change or similar event has occurred in relation to its licensing application or any of the club licensing criteria
c) Whether or not any event or condition of major economic importance has occurred that may have an adverse impact on the licence applicant's financial position since the balance sheet date of the preceding audited annual financial statements and reviewed interim financial statements (if so, the management representations letter must include a description of the nature of the event or condition and an estimate of its financial effect, or a statement that such an estimate cannot be made)
d) whether or not the licence applicant and, if different, the registered member or any parent company of the licence applicant included in the reporting perimeter is seeking or has received protection from its creditors pursuant to laws or regulations within the 12 months preceding the licence season

[3] Approval by the licence applicant's management must be evidenced by way of signature on behalf of the executive body of the licence applicant

FINANCIAL CRITERIA

Article 64 – *Reporting entity/entities and reporting perimeter*

1 The licence applicant determines and provide to the licensor the reporting perimeter, i.e. the entity or combination of entities, e.g. single entity, consolidated or combined financial statements in respect of which financial information has to be provided in accordance with Annex G.2 and assessed in accordance with Annex I

2 The reporting perimeter must include:

a) the licence applicant and, if different, the registered member;
b) any subsidiary of the licence applicant and, if different, the registered member;
c) any other entity included in the legal group structure which either generates revenues performs services or incurs costs in respect of the football activities defined in paragraph 64.3(a) and (b).
d) any entity, irrespective of whether it is included in the legal group structure, which either generates revenues performs services or incurs costs in respect of football activities as defined in paragraph 3(c) to (k).

3 Football activities include:

a) Employing/recruiting male professional players and other employees (as defined in Article 70) including payment of all forms of consideration to employees arising from contractual or legal obligations;
b) acquiring/selling male players' registration (including loans);
c) ticketing;
d) sponsorship and advertising;
e) broadcasting;
f) merchandising and hospitality;
g) club operations (administration, matchday activities, travel, scouting, etc.);
h) use and management of stadium and training facilities;
i) Women's football, including, if applicable, female professional players;
j) Youth development, and
k) Financing, through debt equity or other instruments that results in obligations on the licence applicant, or that is directly or indirectly secured or pledged against the licence applicant's assets or revenues.

4 An entity may be excluded from the reporting perimeter only if:

a) the football activities it performs are already reflected in the financial statements of one of the entities included in the reporting perimeter, or

b) its activities are entirely unrelated to the football activities defined in paragraph 64.3 or are non-football activities not related to the club; or

c) it is immaterial compared with all the entities that form the reporting perimeter and it does not perform any of the football activities defined in paragraph 3 a) and b); or

5 The licence applicant must submit a declaration by an authorised signatory which confirms:

a) That all revenues and costs related to each of the football activities indicated in paragraph 3 have been included in the reporting perimeter providing a detailed explanation if this is not the case; and

b) Whether any entity included in the legal group structure has been excluded from the reporting perimeter, justifying any such exclusion with reference to paragraph 4.

The licence applicant must provide information about any changes to the information indicated in paragraph 64.1 and 64.2

6 That occurred during the period covered by the annual financial statements, and during the period from the annual accounting reference date up to the submission of the information to the licensor

Article 65 – *Annual financial statements*

1 The licence applicant must prepare and submit, by the date communicated by the licensor, annual financial statements for the reporting period ending in the year preceding the deadline for submission of the application to the licensor and preceding the deadline for submission of the list of licensing decisions to UEFA

2 Annual financial statements, including comparative amounts for the prior period, must be prepared in accordance with international financial reporting standards or national accounting standards (as applicable) and must include:

a) A balance sheet as at the end of the reporting period;

b) A profit and loss account/income statement for the reporting period;

c) A cash flow statement for the reporting period

d) A statement of changes in equity over the reporting period

e) Notes, comprising a summary of significant accounting policies and other explanatory notes, and

f) A financial review by management

3 Thanks to an exception guaranteed by UEFA with no deadline, the annual financial statements do not need to be audited by an independent external auditor. Instead of this, the annual budget must be assessed by an Auditing Commission as defined in Annex E

4 If the auditor report is qualified and the qualification is quantified, this amount must be taken into account when assessing club licensing and club monitoring requirements

5 If the annual financial statements do not meet the minimum disclosure requirements set out in Annex F, then the licence applicant must also submit to the licensor:

a) Supplementary information to meet the minimum disclosure requirements set out in Annex F, and
b) An assessment report provided by the same auditor that signs the annual financial statements by way of agreed-upon procedures prescribed by the licensor to confirm the completeness and accuracy of the supplementary information

6 If the annual financial statements do not comply with the accounting requirements set out in Annex G, then the licence applicant must also submit the licensor:

a) Restated financial information that meets the accounting requirements set out in Annex G, covering the same reporting period and including comparative amounts for the previous comparative reporting period;
b) A declaration by the licence applicant's management that the restated financial information is complete, accurate, and in compliance with the regulations, and
c) An assessment report provided by the same auditor that signs the annual financial statements by way of agreed-upon procedures prescribed by the licensor in respect of the completeness and accuracy of the restated financial information

7 Restated financial information must include, as a minimum:

a) A restated balance sheet as at the end of the period;
b) A restated profit and loss account/income statement for the period;
c) A reconciliation of the balance sheet and profit and loss account/income statement between the restated financial information and the relevant annual financial statements with an explanation of all differences.

Article 66 – *Publication of financial information*

The licence applicant must publish on its website or on the website of its licensor by the date (which cannot be later than the date of submission of the list of licensing decision to UEFA— in principle 31 May) and in the form communicated by the licensor:

a) The audited annual financial information for the last reporting period assessed by the licensor; and
b) The total amount paid in the latest reporting period to or for the benefit of agents/intermediaries.

Article 67 – *Interim financial statement*

1 If the licence applicant's annual financial statements under article 65 ~~64~~ are for a reporting period ending more than six months before the deadline for submission of the list of licensing decisions to UEFA, then additional financial statements covering the interim period must be prepared and submitted.

2 The interim period starts the day immediately after the annual accounting reference date and ends on the 31 December preceding the deadline for submission on the list of licensing decisions to UEFA

3 Exceptionally, if a licence applicant has an annual accounting reference date of 31 may, then it may prepare and submit interim financial statements for a six-month period ending 30 November

4 The interim financial statements, including comparative amounts for the prior interim period, must be prepared in accordance with the same accounting policies as the annual financial statements with the exception of accounting policy changes made after the date of the previous annual financial statements that are to be reflected in the next annual financial statements

5 The interim financial statements must include:

a) A balance sheet as at the end of the interim period;

b) A profit and loss account/income statement for the interim period;

c) A cash flow statement for the interim period

d) A statement of changes in equity for the interim period, and

e) Explanatory notes

6 If the licence applicant did not have to prepare interim financial statements for the prior interim period, then the comparative figures may instead be from the annual financial statements for the immediately preceding reporting period

7 Interim financial statements must be reviewed or audited by an independent auditor as defined in Annex E

8 If the auditor's report is qualified and the qualification is quantified, this amount must be taken into account when assessing club licensing and club monitoring requirements.

9 If the interim financial statements do not meet the minimum disclosure requirements as set out in Annex F, then the licence applicant must also submit to the licensor:

a) Supplementary information to meet the minimum disclosure requirements set out in Annex F, and

b) An assessment report provided by the same auditor that signs the annual financial statements by way of agreed-upon procedures prescribed by the licensor in respect of the completeness and accuracy of the supplementary information

10 If the interim financial statements do not comply with the accounting requirements set out in Annex G, then the licence applicant must also submit to the licensor:

a) Restated financial information that meets the accounting requirements set out in Annex G, covering the same period and including comparative amounts for the previous comparative period

b) A declaration by the licence applicant's management that the restated financial information is complete, accurate, and in compliance with the regulations, and

c) An assessment report provided by the same auditor that signs the annual financial statements by way of agreed-upon procedures prescribed by the licensor in respect of the completeness and accuracy of the restated financial information

11 Restated financial information must include, as a minimum:

a) a restated balance sheet as at the end of the period;
b) a restated profit and loss account/income statement for the period;
c) a reconciliation of the balance sheet and profit and loss account/income statement between the restated financial information and the relevant annual financial statements with an explanation of all differences.

Article 68 – *Net equity rule*

1 The licence applicant must report in its annual financial statements or interim financial statements (whichever close as at the 31 December preceding the deadline for submission of the application to the licensor and preceding the deadline for submission of the list of licensing decisions to UEFA) a net equity position which:

a) Is positive, or
b) Has improved by 10% or more since the previous 31 December

2 Net equity means the residual interest in the assets of the entity after deducting all its liabilities as set out in its annual financial statements or interim financial statements as applicable. If a licence applicant's assets exceed its liabilities, then the licence applicant has a net asset position, es. positive equity. If a licence applicant's liabilities exceed its assets, then the licence applicant has a net liability position, es. negative equity.

3 For the purpose of compliance with this criterion, net equity can include subordinated loans that, for at least the following 12 months:

a) are subordinated to all other existing and future liabilities;
b) bear no interest or do not require the payment of interest; and
c) are not secured by any of the licence applicant's assets or in respect of which the right to enforce the security has been waived.

4 If a licence applicant does not comply with paragraph 68.1 as the 31 December preceding the deadline for submission of the list of licensing decisions to UEFA, the licence applicant can submit a new audited balance sheet dated 31 March at the latest in order to demonstrate that one of the conditions in paragraph 68.01 (a) or (b) has since been fulfilled. In such case, the revised equity level at the new audited balance sheet date will be used for the purposes of determining whether the licence applicant's equity position has improved under Paragraph 68.01(b) in the subsequent licence season.

5 The licensor's assessment must be in accordance with Annex I

6 Exceptionally, a licence applicant can request an alternative assessment date if:

a) It has an annual accounting reference date of 31 may, in which case it may prepare interim financial statements for a six-month period ending 30 November and use such interim financial statements for the purposes of the net equity rule, or

b) It has an annual accounting reference date of 30 November, in which case its annual financial statements for the reporting period ending 30 November may be used for the purposes of the net equity rule.

In such exceptional cases a) or b), all references to 31 December in the net equity rule should be understood as 30 November

Article 69 – *No overdue payables to football clubs*

1 As at the 31 March preceding the licence season, the licence applicant must prove that it has no overdue payables (as defined in annex H) to other football clubs as a result of obligations arising from transfers due to be paid by the 28 February preceding the licence season.

2 Payables are those amounts due to football clubs as a result of:

a) Transfers of male professional players (as defined in the FIFA regulations on the Status and Transfer of Players), including any amount payable upon fulfilment of certain conditions
b) Players registered for the first time as professionals, including any amount payable upon fulfilment of certain conditions
c) training compensation and solidarity contributions as defined in the *FIFA Regulations on the Status and Transfer of Players*; and
d) any joint and several liability decided by a competent authority for the termination of a contract by a player.

3 The licence applicant must prepare and submit to the licensor a transfers table. ~~It~~ A transfers table must be prepared even if there have been no transfers/loans during the relevant period.

4 The licence applicant must disclose:

a) all new player registration (including loans) as a result of transfers agreements concluded in the 12-month period up to 28 February, irrespective of whether there is an amount outstanding as at 28 February;
b) all transfers for which a payable is outstanding as at 28 February (whether they relate to the release or registrations of players and irrespective of when the transfers were undertaken) for which a payable is outstanding as at 28 February; and
c) all transfers subject to any amounts disputed as at 28 February (as defined in Annex H)

5 The transfers table must contain the following information as a minimum (in respect of each player transfer):

a) Player's name and date of birth;
b) Date of the transfer agreement;
c) Name of the football club that is the creditor;

d) Transfer (or loan) fee paid or payable (including training compensation and solidarity contribution) even if payment has not been requested by the creditor;
e) Other direct costs of the player's registration paid or payable;
f) Any other compensation paid or payable in the scope of a transfer agreement;
g) Amounts settled (as defined in Annex H) before 28 February and payment date(s);
h) Balance payable as at 28 February, including the due date(s) for each unpaid element;
i) Amounts overdue as at 28 February, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February and 31 March together with the settlement dates as well as any remaining overdue payable as at 31 March (rolled forward from 28 February), together with explanatory comment
j) Amounts deferred as at 28 February (as defined in Annex H), including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded
k) Amounts disputed as at 28 February (as defined in Annex H), including the case references and a brief description of the positions of all involved parties, and
l) Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as at 28 February; and

6 The licence applicant must reconcile its liabilities as per the transfers table to its underlying accounting records

7 The licence applicant must confirm that the transfers table is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant.

Article 70 – *No overdue payables in respect of employees*

1 As at 31 March preceding the licence season, the licence applicant must prove that it has no overdue payables (as defined in Annex H)) in respect of its employees as a result of contractual or legal obligations due to be paid by the 28 February preceding the licence season.

2 Payables are all forms of consideration due in respect of employees as a result of contractual or legal obligations including wages, salaries, image rights payments, bonuses and other benefits as specified below:

I. Gross wages/salaries, i.e. gross of any income tax and employee social security charge;
II. Non-monetary benefits for current employment e.g. benefits-in-kind, access to private medical care, housing, cars and free or subsidised goods and services;
III. Signing-on and loyalty payments
IV. Sporting performance bonus costs and other bonus costs

V. Post-employment benefits, including pension contributions and any lump sum payments on retirement, and any other post-employment benefits, e.g. life insurance and access to medical care;

VI. Other long-term employee benefits, e.g. long term paid absences, jubilee or other long-service benefits, profit sharing and bonuses, and deferred remuneration;

VII. Termination benefits/payments;

VIII. Fees, performance or other contractual bonuses;

IX. Image rights payments directly or indirectly resulting from contractual agreements for the right to exploit the employees image or reputation for promotional, media or endorsement work in relation to football and/or non football activities;

X. Any employer social security charges;

XI. If not otherwise included in items set out above, any other forms of consideration such as cryptocurrencies, crypto-assets, fan tokens and non-fungible tokens; and

XII. All costs incurred in respect of a relevant person, by a third party relating to appearances, sponsorship, endorsement or merchandising work, unless the licensee can prove to the satisfaction of the CFCB that the arrangement is genuine, is at fair value, and has been negotiated and entered into independent of any relationship between the sponsor/third party and the licensee

3 The term “employees” includes the following persons:

a) All male professional players according to the *FIFA Regulations on the Status and Transfer of Players*; and

b) All administrative, technical, medical and security staff performing any of the functions referred to in article 35 to 51, and;

c) Service providers performing any of the functions referred to in article 35 to 51.

4 If any of the employees is employed by, contracted to, a consultant of or otherwise provides services to an entity within the legal group structure or the reporting perimeter other than the licence applicant, these payables must be also included in the scope of paragraph 1.

5 Amounts payable to persons who, for various reasons, are no longer employed or engaged by the licence applicant or an entity within the legal group structure of the licence applicant fall within the scope of this criterion and must be settled within the period stipulated in the contract or defined by law, regardless of how such payables are accounted for in the financial statements

6 The licence applicant must prepare and submit to the licensor an employees table showing the following total balances in respect of all employees as at the 28 February preceding the licence season:

a) Balance payable

Amounts overdue as well as any remaining overdue amounts as at 31 March (rolled forward from 28 February);

a) Amounts deferred (as defined in Annex H), and

b) Amounts disputed (as defined in Annex H)

7 The following information must be given per employee, as a minimum, in the employees table, together with an explanatory comment

a) Name and position/function of the employee (irrespective of whether the person was employed or engaged during the year up to 28 February.

b) Start date and end date (if applicable)

c) Amounts payable and amounts overdue as at 28 February, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February and 31 March together with the settlement dates as well as any remaining overdue payable as at 31 March (rolled forward from 28 February.

d) Amounts deferred as at 28 February, including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded; and

e) Amounts disputed as at 28 February, including the case references and a brief description of the positions of all involved parties.

8 The licence applicant must reconcile its liabilities as per the employees table to its underlying accounting records

9 The licence applicant must confirm that the employees table is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant

Article 71 – *No overdue payables to social/tax authorities*

1 As at the 31 March preceding the licence season, the licence applicant must prove that it has no overdue payables (as defined in Annex H) to social tax/authorities as a result of a contractual or legal obligations in respect of all employed individuals due to be paid by the 28 February preceding the licence season.

2 Payables in respect of social/tax authorities are those amounts due as a result of contractual or legal obligations in respect of all employed individuals. Payables include, but are not limited to, personal income tax, pension fund payments, social security and similar payments.

3 The licence applicant must submit to the licensor a social/tax table as at the 28 February preceding the licence season showing:

a) Total balance payable to the social/tax authorities

b) Total amount overdue as well as any remaining overdue amount as at 31 March (rolled forward from 28 February);

c) Total amount deferred (as defined in Annex H)

d) Total amount disputed (as defined in Annex H), and

e) Total amount subject to a pending decision by the competent authority (as defined in Annex H)

4 The following information must be given, as a minimum, in a social/ tax table together with explanatory comment

a) Name of the creditor
b) Amounts overdue as at 28 February, including the due date(s) for each unpaid element and, if applicable, amounts settled between 28 February and 31 March and the corresponding settlement dates as well as any remaining overdue payable as at 31 March (rolled forward from 28 February);
c) Amounts deferred as at 28 February, including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded;
d) Amounts subject to a pending decision by the competent authority as at 28 February and a brief description of the licence applicant's request, and
e) Amount disputed as at 28 February, including the case references and a brief description of the positions of all involved parties

5 The licence applicant must reconcile its liabilities as per the social/tax table to its underlying accounting records

6 The licence applicant must confirm that the social/tax table is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licence applicant

Article 72 – *No overdue payables in respect of UEFA and the licensor*

1 As at the 31 March preceding the licence season, the licence applicant must prove that it has no overdue payables (as defined in Annex H) in respect of UEFA, additional entities designated by UEFA or the licensor as a result of obligations due to be paid by the 28 February preceding the licence season

2 Payables in respect of UEFA include, but are not limited to, financial contributions imposed by the CFCB

3 The licence applicant must prepare and submit a declaration confirming total payables to UEFA and additional entities designated by UEFA and the licensor and the absence or existence of overdue payables by the deadline and in the form communicated by the licensor

Article 73 – *Future financial information*

1 The licence applicant must prepare and submit future financial information to demonstrate to the licensor its ability to continue as a going concern until the end of the licence season if the auditor's report in respect of the annual financial statements or interim financial statements submitted in accordance with Article 65 and Article 67 includes, regarding the going concern, an emphasis of matter, a key audit matter or a qualified opinion/conclusion.

2 Future financial information must cover the period commencing immediately after the later of the annual accounting reference date of the annual financial statements or, if

applicable, the balance sheet date of the interim financial statements, and it must cover at least the entire licence season.

3 Future financial information consists of:

a) A budgeted balance sheet, with comparative figures for the immediately preceding reporting period and interim period
b) A budgeted profit and loss account/income statement, with comparative figures for the immediately preceding reporting period and interim period (if applicable)
c) A budgeted cash flow statement, with comparative figures for the immediately preceding reporting period and interim period (if applicable)
d) Explanatory notes, including a brief description of each of the significant assumptions (with reference to the relevant aspects of historic financial and other information) that have been used to prepare the future financial information, as well as of the key risks that may affect the future financial results

4 Future financial information must be based on reasonable and prudent assumptions to the satisfaction of the licensor, and be prepared as a minimum, on a quarterly basis

5 Future financial information must be prepared in a way that is consistent with the audited annual financial statements and follows the same accounting policies as those applied for the preparation of the annual financial statements except for accounting policy changes made after the date of the most recent annual financial statements that are to be reflected in the next annual financial statements, in which case details of must be disclosed

6 Future financial information must meet the minimum disclosure requirements as set out in Annex F and the accounting principles as set out in Annex G. Additional line items or notes must be included if they provide clarification or if their omission would make the future financial information incomplete and/or inaccurate

7 Future financial information with the assumptions upon which they are based must be approved by the licence applicant's management. This must be evidenced by way of a declaration by the licence applicant's management that the future financial information submitted is complete, accurate and in compliance with the regulations

Part III. UEFA Club Monitoring

Chapter 1 -Rights, duties and responsibilities of parties involved

Article 74 – *Monitoring process*

1 The monitoring process starts on submission by the licensor of the list of licensing decisions to UEFA and ends, in principle, at the end of the licence season

2 It consists of the following minimum key steps:

a) Issuing of the requirements for monitoring documentation to the licensor and licensee;

b) Return of the required completed monitoring documentation by the licensee to the licensor;
c) Assessment and confirmation of the completeness of each licensee's monitoring documentation by the licensor;
d) Submission of the validated monitoring documentation by the licensor to UEFA;
e) Assessment of the monitoring documentation by the UEFA administration and the CFCB;
f) If appropriate, request for additional information by the UEFA administration or the CFCB;
g) Decision by the CFCB as specified in the relevant provisions of these regulations and the Procedural rules governing the UEFA Club Financial Control Body

3 The deadlines for the submission of the validated monitoring documentation to UEFA are communicated to the licensors in a timely manner by UEFA

Article 75 – *Responsibilities of the licensor*

1 The licensor must:

a) Communicate the deadlines of the monitoring process to the affiliated licensee;
b) Cooperate with the UEFA administration and the CFCB in respect of its requests and enquiries;
c) As a minimum, assess the licensee's monitoring documentation in accordance with Annex I;
d) Assess and confirm to the UEFA administration and the CFCB that the selected reporting perimeter is the same as used for the fulfilment of the club licensing criteria and is appropriate for club monitoring purposes;
e) Inform the UEFA administration and the CFCB of any relevant information submitted by the licensee in respect of club monitoring requirements and any event occurring after the licensing decision that constitutes a significant change

2 In carrying out these responsibilities, the licensor ensures equal treatment and guarantees full confidentiality of all information provided

Article 76 – *Responsibilities of the licensee*

1 The licensee must:

a) Cooperate fully and guarantee that all personnel cooperate fully with the licensor, UEFA and the CFCB in respect of their requests and enquiries including by responding accurately and completely to all requests for documents, information and other data;

b) Use the same reporting perimeter for the monitoring documentation as used for the fulfilment of the club licensing criteria;

c) Provide the licensor, the UEFA administration and the CFCB with the monitoring documentation and all other necessary information and relevant documents to fully demonstrate that the club monitoring requirements are fulfilled, as well as any other document and/or information requested and deemed to be relevant for club monitoring decision-making, such as annual and interim financial statements and/or restated financial information, by the deadline set by the licensor and/or UEFA;

d) grant or procure access to the documentation, information, premises and personnel of the licensee and/or any other entity in the licensee's legal group structure required by any of the CFCB, the UEFA administration and/or a mandated third-party acting on behalf of UEFA;

e) confirm that all the submitted documentation and information are complete, accurate and in compliance with the regulations

f) promptly notify the licensor in writing about any subsequent events that constitute a significant change, including a change of legal form, legal group structure (including change of ownership) or identity.

Article 77 – *Club information*

1 The licensee must prepare and submit its club information to the UEFA administration and the CFCB by the deadline and in the form communicated by UEFA. Such club information comprises the licensee's legal information (as defined in Article 59), its legal group structure (as defined in Paragraph 61.2) its ownership and governance (as defined in Article 62) and its reporting perimeter (as defined in Article 64)

2 As part of its club information, the licensee must clearly identify any other football clubs over which any of the parties identified in its legal group structure, its ultimate controlling party, its ultimate beneficiary and any party with a significant influence or decisive influence over the licensee, or any of their key management personnel, have control or a significant influence or decisive influence

3 The licensee must prepare and submit its club the information as indicated in paragraphs 1 and 2 as at the annual accounting reference date of the reporting period ending in the calendar year that the UEFA club competitions commence. If not previously submitted to the UEFA administration and the CFCB, the licensee must also provide its club information for the immediately preceding two reporting periods. The licensor must confirm the completeness and accuracy of the licensee's submission.

4 The licensee must provide information about any changes to the information indicated in paragraphs 1 and 2 that occurred during the reporting period or during the period from the annual accounting reference date up to the submission of the information to the UEFA administration

5 The licensee must confirm that its club information is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licensee

Article 78 – *Scope of application and exemption*

1 All licensees that have been admitted to the UEFA Champions League, the UEFA Europa League or the UEFA Conference league (the relevant competitions) must comply with the club monitoring requirements as set out below.

2 Club monitoring requirements comprise the following:

a) Solvency requirements
b) Stability requirements
c) Cost control requirements.

3 The solvency requirements must be fulfilled by all clubs admitted to the relevant competitions.

4 The stability requirements must be fulfilled by all clubs admitted to the relevant competitions except those clubs that have employee benefit expenses in respect of all employees below EUR 5 million in each of the reporting periods ending in the two calendar years before commencement of the UEFA club competitions.

5 The cost control requirements must be fulfilled by all clubs that qualify for the league phases of the relevant competitions except those clubs that have employee benefit expenses in respect of all employees below EUR 30 million in the reporting period ending in the calendar year in which the UEFA club competitions commence and the reporting period immediately prior to that

6 Decisions related to an exemption to the requirements defined in this chapter are taken by the CFCB and are final

7 If a licensee's annual financial statements are denominated in a currency other than euros, then to determine whether it should be exempt or not from the stability requirements and cost control requirements, the relevant figures must be converted into euros at the average exchange rate of the reporting period, as published by the European Central Bank or other appropriate source.

8 If a licensee's annual financial statements are for a reporting period which is greater or less than 12 months, then the threshold amount for exemption is adjusted up or down according to the length of the reporting period. The licensee's employee benefit expenses are then compared to the adjusted threshold amount

Article 79 – *No overdue payables to football clubs enhanced*

1 As at 15 July, 15 October and 15 January in the licence season, the licensee must have no overdue payables (as defined in Paragraph 69.2 and Annex H) to other football clubs as a result of obligations arising from transfers due to be paid by 30 June, 30 September and 31 December respectively.

2 The licensee must prepare and submit the transfers information by the deadline and in the form communicated by UEFA, even if there have been no transfers during the relevant period. Every licensee must declare its no overdue payables status as at 15 July and as at 15 October. If a licensee has overdue payables as at 15 July or as at 15 October, if it has deferred payables as at 15 October or if otherwise requested by the CFCB, then the licensee must also declare its no overdue payables status as at 15 January.

3 The licensee must disclose:

a) All new player registrations (including loans) as a result of transfer agreements concluded in 12-month period up to 30 June/30 September/31 December, irrespective of whether there is an amount outstanding as at 30 June/30 September/31 December.
b) All transfers (whether they relate to the release or registrations of players and irrespective of when the transfers were undertaken) for which an amount is outstanding as at 30 June/30 September/31 December; and
c) All transfers subject to any amounts disputed as at 30 June/30 September/31 December.

4 The transfers information must contain the following as a minimum (in respect of each player transfer):

a) Player's name and date of birth
b) Date of the transfer agreement
c) Name of the football club that is the creditor
d) Transfer (or loan) fee paid or payable (including training compensation and solidarity contributions) even If payment has not been requested by the creditor;
e) Other direct costs of the player's registration paid or payable
f) Any other compensation paid or payable in the scope of a player transfer agreement
g) Amounts settled (as defined in Annex H) before 30 June/30 September/31 December and payment date(s)
h) Balance payable as at 30 June/30 September/31 December, including the due date(s) for each unpaid element

i) Amounts overdue as at 30 June/30 September/31 December that were not paid by 15 July/15 October/15 January respectively, including the due date(s) for each unpaid element;

J) Amounts deferred (as defined in annex H) as at 30 June/30 September/31 December, including the original and new due date(s) for each deferred element, and the date when a written agreement between the parties was concluded;

k) Amounts disputed (as defined in Annex H) as at 30 June/30 September/31 December, including the case references and a brief description of the positions of all involved parties, and

l) Conditional amounts (contingent liabilities) not yet recognised in the balance sheet as at 30 June/30 September/31 December

5 The licensee must reconcile its liabilities as per the transfers information to its underlying accounting records

6 In addition to the transfers information, the licensee must declare overdue receivables from other football clubs in respect of obligations arising from transfers due to be paid by 30 June, 30 September and, If requested, by 31 December with the breakdown in respect of each transfer.

7 The licensee must confirm that the transfers information is complete, accurate and in compliance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licensee

Article 80 – *No overdue payables in respect of employees - enhanced*

1 As at 15 July, 15 October and 15 January in the licence season, the licensee must have no overdue payables (as defined in Paragraph 70.2 and Annex H) in respect of its employees as defined in Paragraph 70.3 to Paragraph 70.5 as a result of contractual or legal obligations due to be paid by 30 June, 30 September and 31 December respectively.

2 The licensee must prepare and submit a declaration confirming total payables in respect of employees and the absence or existence of overdue payables by the deadline and in the form communicated by UEFA. Every licensee must declare its no overdue payables status as at 15 July and as at 15 October. If a licensee has overdue payables as at 15 July or as at 15 October, if it has deferred payables as at 15 October or if otherwise requested by CFCB, then the licensee must also declare its no overdue payables status as at 15 January.

3 The licensee must disclose all employees for which an amount is overdue, deferred or disputed (as defined in Annex H)

4 The following information must be given, as a minimum, together with an explanatory comment:

a) Name and position/function of the employee

b) Start date and end date (if applicable)

c) Amounts overdue as at 30 June/30 September/31 December, that were not paid by 15 July/15 October/15 January respectively, including the due date(s) for each unpaid element
d) Amounts deferred as at 30 June/30 September/31 December, including the original and new due date(s) for each deferred element, and the date when the written agreement between the parties was concluded; and
e) Amounts disputed as at 30 June/30 September/31 December, including the case references and a brief description of the positions of all involved parties.

5 The licensee must reconcile its liabilities as per the employees information to its underlying accounting records

6 The licensee must confirm that the employees information is complete, accurate and in accordance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licensee

Article 81 – *No overdue payables to social/tax authorities - enhanced*

1 As at 15 July, 15 October and 15 January in the licence season, the licensee must have no overdue payables (as defined in Paragraph 71.2 and Annex H) to social/tax authorities as a result of contractual or legal obligations in respect of all employed individuals due to be paid by 30 June, 30 September and 31 December respectively

2 The licensee must prepare and submit a declaration confirming total payables to social/tax authorities and the absence or existence of overdue payables by the deadline and in the form communicated by UEFA. Every licensee must declare its no overdue payables status as at 15 July and as at 15 October. If a licensee has overdue payables as at 15 July or as at 15 October, if it has deferred payables as at 15 October or if otherwise requested by the CFCB, then the licensee must also declare its no overdue payables status as at 15 January.

3 The following information must be given, as a minimum, together with an explanatory comment:

a) Name of the creditor
b) Amounts overdue as at 30 June/30 September/31 December that were not paid 15 July/15 October/15 January respectively, including the due date(s) for each unpaid element
c) Amounts deferred (as defined in Annex H) as at 30 June/30 September/31 December, including the original and new due date(s) for each deferred element, and the date when the written agreement between the parties was concluded
d) Amounts subject to a pending decision by the competent authority (as defined in Annex H) as at 30 June/30 September/31 December and a brief description of the licensee's request, and
e) Amounts disputed (as defined in Annex H) as at 30 June/30 September/31 December, including the case references and a brief description of the positions of all involved parties

4 The licensee must reconcile its liabilities as per the social/tax information to its underlying accounting records

5 The licensee must confirm that the social/tax information is complete, accurate and in accordance with these regulations. This must be evidenced by way of a brief statement and signature by the executive body/authorised signatories of the licensee.

Article 82 – *No overdue payables in respect of UEFA - enhanced*

1 As at 15 July, 15 October and 15 January in the licence season, the licensee must have no overdue payables (as defined in Paragraph 72.2 and Annex H) in respect of UEFA and additional entities designated by UEFA as a result of obligations due to be paid by 30 June, 30 September and 31 December respectively

2 Payables in respect of UEFA include, but are not limited to, financial disciplinary measures imposed by the CFCB

3 The licensee must prepare and submit a declaration confirming total payables to UEFA and additional entities designed by UEFA and the absence or existence of overdue payables by the deadline and in the form communicated by UEFA. Every licensee must declare its no overdue payables status as at 15 July and as at 15 October. If a licensee has overdue payables as at 15 July or as at 15 October, if it has deferred payables as at 15 October or if otherwise requested by the CFCB, then the licensee must also declare its no overdue payables status as at 15 January

Part IV. Final provisions

Article 83 – *Authoritative text and language of correspondence*

1 If there is any discrepancy in the interpretation of the English and Italian versions of these regulations, the English version prevails.

2 All correspondence between UEFA and FSGC and/or the licensee must be in one of the three UEFA official languages (English, French and German) and UEFA may ask FSGC and/or licensee for a certified translation of documents at their expense.

Article 84 – *Annexes*

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

Article 85 – *UEFA Compliance audits*

1 The CFCB and the UEFA administration or its mandated agency assessor or other body reserve the right to, at any time, conduct compliance audits of FSGC and of the licence applicant/licensee.

2 Compliance audits aim to ensure that FSGC and the licence applicant/licensee have fulfilled their obligations and that the UEFA licences were correctly awarded at the time of the FSGC's final decision.

3 The UEFA administration may mandate and instruct third-party agencies, assessors or other bodies to conduct compliance audits.

4 For the purpose of the compliance audits by UEFA, in the event of any discrepancy in the interpretation of these regulations between the English version and the Italian version, the English version prevails.

5 In accordance with the UEFA Statutes as well as the licensor/licence applicant/licensee's duties under these regulations, and in order for the mandated third-party to undertake activities in respect of the compliance audit, the licensor/licence applicant/licensee is required and agrees to make certain financial and other information available to UEFA and the third-party mandated to carry out the compliance audit.

6 To guarantee that the information made available to UEFA and the mandated third-party remains confidential, the licensor/licensee/licence applicant, UEFA and the mandated third-party will enter into a confidentiality agreement. Such confidentiality agreement will be governed by and construed in accordance with Swiss law to the exclusion of any conflict of law principles and international treaties including the United Nations Convention or Contracts for the International Sales of Goods (CISG).

7 Any dispute between UEFA and the licensor/licence applicant/licensee arising out of or otherwise in connection with the confidentiality agreement shall be submitted exclusively to the CAS in Lausanne, Switzerland, in accordance with the relevant provisions laid down in the UEFA Statutes.

Article 86 – *Disciplinary procedures*

1 The CFCB at all times bears in mind the overall objectives of these regulations, in particular to defeat any attempt to circumvent those objectives.

2 Any breach of these regulations may be dealt with by FSGC Consiglio Federale in accordance with the FSGC Statutes and Administrative regulations if not already foreseen in the field of action of First Instance Body (FIB) and Appeals Body (AB).

Article 87 – *Implementing provisions*

UEFA will take the decisions and adopt, in the form of directives, circular letters and any other relevant documents, the detailed provisions necessary for implementing these regulations.

Article 88 – *Adoption, abrogation and entry into force*

1 These regulations were adopted by the FSGC Council on 21/10/2026

2 These regulations replace the *FSGC Club Licensing Regulations 2025*

3 These regulations cannot be amended during the licensing process, unless duly approved by UEFA.

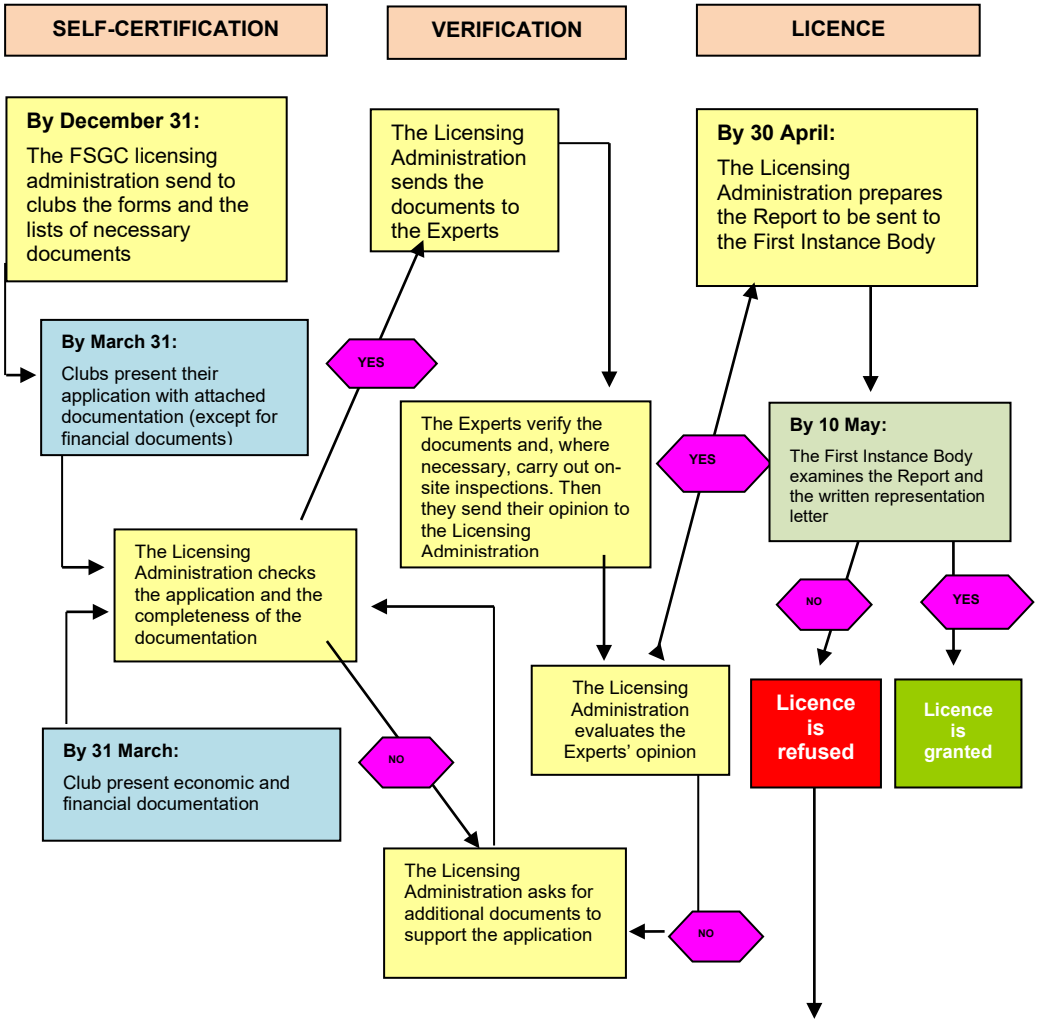
4 These regulations come into force immediately after their adoption by the FSGC Council.

For the FSGC:

Marco Tura	Luigi Zafferani
President	General Secretary

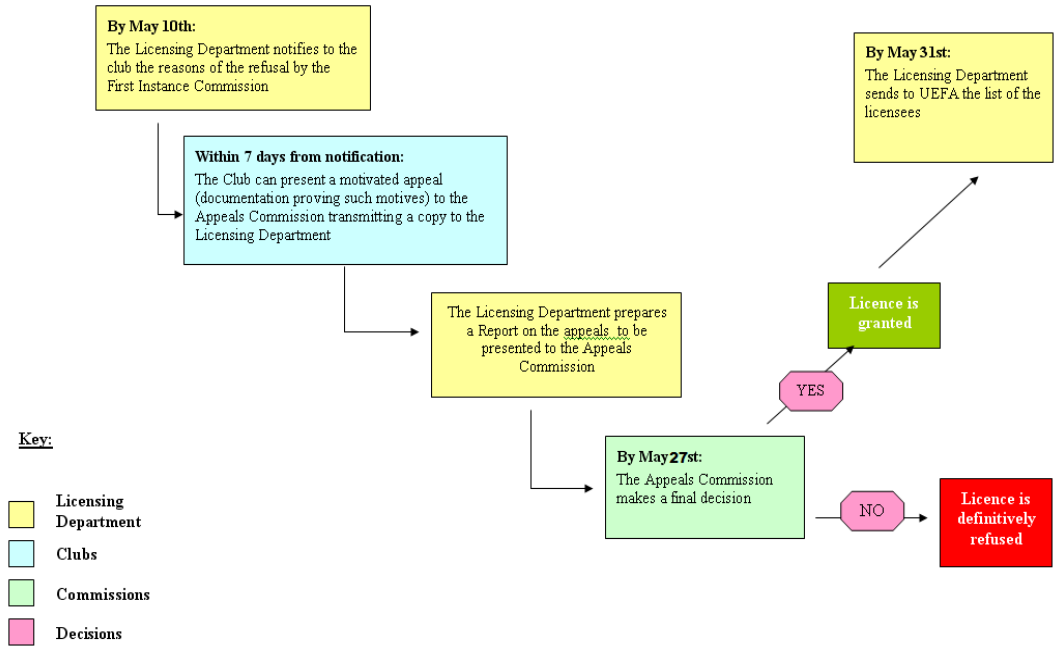
Annex A: Core process

The charts below illustrate the core process.



By submitting documents on March 31 all clubs automatically certified that they don't have any overdue payable.

Appeals Procedure:



ANNEX A: Exceptions policy

A.1 – Exceptions granted to the licensor

A.1.1 Principles

A.1.1.1 The UEFA administration may, in accordance with Article 13, grant the following exceptions

a) Non-applicability of a minimum requirement concerning the decision-making bodies or process defined in Article 7 due to national law or for any other reason;

b) Non-applicability of a minimum requirement concerning the core process defined in Article 10 due to national law or for any other reason;

c) Non-applicability of a minimum assessment procedure defined in Article 11 due to national law or for any other reason;

d) Non-applicability of a certain criterion defined in part II, Chapter 3: and the relevant annexes due to national law or for any other reason; and

e) Extension of the introduction period for the implementation of a criterion or a category of criterion defined in part II, Chapter 3

A.1.1.2 The above exceptions are granted to a licensor and apply to all licence applicants that are subject to the jurisdiction of that licensor.

A.1.3 Exceptions related to item d) are granted to the individual club that applies for a licence

A.1.2 – Process

A.1.2.1 The UEFA administration acts as the decision-making body on exception requests. submitted by licensors

A.1.2.2 An exception request must be in writing, clear and well founded

A.1.2.3 Exception requests must be submitted by the licensor by the deadline and in the form communicated by UEFA administration.

A.1.2.4. The UEFA administration uses the necessary discretion to grant exceptions within the limits of these regulations

A.1.2.5 The status and situation of football within the territory of the licensor will be taken into account when considering an exception. These include, for example:

a) Size of the territory, population, geography, economic background;

b) Size of the licensor (number of clubs, number of registered players and teams, size and quality of the administration of the licensor, etc)

c) Level of football (professional,semi-professional or amateur clubs);

d) Status of football as a sport within the territory and its market potential (average attendance, TV market, sponsorship, revenue potential, etc.)

e) UEFA coefficient (of the UEFA member association and its clubs) and FIFA ranking;

f) Stadium ownership situation (club, city/community, etc.) within the territory of the National association; and

g) Support (financial and other) from the national, regional and local authorities, including the national sports ministry;

A.1.2.6 A decision related to Annex A.1.1 (a), (b), (c), (e) and (f) will be communicated to the licensor in writing, stating the reasoning. The licensor must then communicate it to all licence applicants concerned.

A.1.2.7 An appeal can be lodged against a final decision by the UEFA administration in writing before the Court of Arbitration for Sport (CAS) in accordance with the relevant provisions of the UEFA Statutes.

A.2 – Exceptions granted to football clubs

A.2.1 – Principles

A.2.1.1 The CFCB First Chamber may, pursuant to Paragraph 14.05, grant exceptions to the three-year rule defined in Article 14.

A.2.1.2 Such exceptions are granted to football clubs that wish to apply for a licence.

A.2.2 – Process

A.2.2.1 The CFCB First Chamber acts as the decision-making body and makes final decisions in respect of exceptions requested by football clubs.

A.2.2.2 An exception request must be in writing, clear and well founded.

A.2.2.3 An exception request must be submitted by the licensor of, and on behalf of, the requesting football club by the deadline and in the form communicated by the UEFA administration. The requesting football club must ensure that its exception request is complete and accurate.

A.2.2.4 The CFCB First Chamber uses the necessary discretion to grant exceptions within the limits of these regulations.

A.2.2.5 When considering an exception, the CFCB First Chamber shall ensure that the objectives of the three-year rule are met. These include, for example:

a. preserving and protecting each club's identity, history and legacy;
b. protecting the integrity of the competitions and the European sports model, including the principle of promotion and relegation;
c. acting as a deterrent against financial misconduct;
d. protecting clubs' creditors;
e. encouraging new investments into existing clubs; and
f. avoiding circumvention of the UEFA Club Licensing and Financial Sustainability Regulations.

A.2.2.6 The form and content of decisions issued by the CFCB First Chamber are determined by the applicable Procedural rules governing the UEFA Club Financial Control Body.

A.2.2.7 A decision by the CFCB First Chamber on an exception request shall be notified to the requesting football club and to its licensor in accordance with the applicable Procedural rules governing the UEFA Club Financial Control Body.

A.2.2.8 An appeal can be lodged against a final decision by the CFCB First Chamber in writing before the Court of Arbitration for Sport (CAS) in accordance with the relevant provisions of the UEFA Statutes.

ANNEX C: Integration of UEFA club licensing criteria into national club licensing regulations

C.1 – Principle

C.1.1 In its national club licensing regulations, each licensor must define the parties involved, their rights and duties, the criteria and the necessary processes in accordance with these regulations for entering UEFA club competitions (see paragraph 5.2

C.2 – Process

C.2.1 The licensor must finalise the wording of the national club licensing regulations and send them, in one of UEFA's official languages, to UEFA for review by the deadline communicated by latter.

C.2.2 The licensor is responsible for ensuring, and must demonstrate to UEFA, that all applicable provisions of these regulations have been integrated in its national club licensing regulations. Exceptions may be granted according to Article 13 of these regulations.

C.2.3 The UEFA administration may, at any time, request that the licensor clarify or modify its national club licensing regulations to ensure that the UEFA club licensing criteria are integrated in its national club licensing regulations.

C.2.4 The licensor is free to increase or introduce additional minimum criteria in its national club licensing regulations for the purpose of entering UEFA club competitions. Where introduced by the licensor in its national club licensing regulations, any increased or additional minimum criteria apply mutatis mutandis to entry in UEFA club competitions

C.2.5 The licensor must confirm to UEFA that all provisions contained in the national club licensing regulations are in compliance with the applicable national law.

C.2.6 The national club licensing regulations must be approved by the competent national bodies and communicated to the licence applicants before the start of the licensing process. They cannot be amended during the licensing process, unless duly approved by UEFA

C.2.7 UEFA reviews the final version of the national club licensing regulations and confirms in writing to the licensor that:

a) the applicable provisions of these regulations for the purpose of entering UEFA club competitions are integrated in the national club licensing regulations;

b) the licence issued by the competent national bodies according to the national club licensing regulations is based on the minimum criteria set out in part II of these regulations

C.2.8 The licensor is encouraged to apply a club licensing system and club monitoring requirements to govern participation in its domestic competitions. For

this purpose, the licensor is free to increase, decrease, or introduce additional minimum criteria in its national club licensing regulations for the purpose of granting permission to enter its domestic competitions.

ANNEX E: Determination of the Auditing Commission and its assessment procedures

E.1 – Principle

Thanks to an exception granted by UEFA for the period of validity of this Regulations, to assess the financial criteria, the FSGC appoints its Auditing Commission. It is composed by a President and two other members, appointed by the FSGC Council for a three-year period. The appointed members must have relevant professional skills. At least one of them must be registered in the Chamber of the Professional Auditors in San Marino.

In order to ensure full independence of the Auditing Commission and the Panel of Experts, their members are strictly bound to confidentiality and in no case they are allowed to have any kind of relationship with a club which is member of the FSGC

E.2 – Assessment procedures

2. The Auditing Commission must audit the annual financial statements and issue a report to both the license applicant and the First Instance Body. This report must be signed at least by the member of the Commission who is also a member of in the Chamber of the Professional Auditors in San Marino.

ANNEX F disclosure requirements for the financial statements

F.1 – Principles

F.1.1 Notwithstanding the requirements of national accounting practice, the financial criteria of these regulations require licence applicants to present a specific minimum level of financial information to the licensor as set out in Articles 65, 67 and 73

F.1.2 Each component of the financial statements must be identified clearly. The following information must be displayed prominently, and repeated where necessary within the financial statements, for a proper understanding of the information presented:

a) The name (and legal form), domicile and business address of the reporting entity/entities and any change in that information since the previous annual accounting reference date

b) Whether the financial information covers the individual licence applicant/licensee, a group of entities or some other combination of entities, and a description of the structure and composition of any such group or combination;

c) The annual accounting reference date and the period covered by the financial information (for both current and comparative information); and

d) The presentation currency.

F.2– Balance sheet

F.2.1 The minimum disclosure requirements for the content in respect of balance sheet items are stated below.

Assets

i) cash and cash equivalents;
ii) accounts receivable from player transfers (current and non-current);
iii) accounts receivable from group entities and other related parties (current and non-current);
iv) accounts receivable – other;
v) tax assets (current and non-current)
vi) inventories;
vii) other assets (current and non-current)
viii) tangible assets;
ix) intangible assets – player registrations;
x) intangible assets – other;
xi) investments;

Liabilities

xii) bank overdrafts;

xiii) bank and other loans (current and non-current)

xiv) accounts payable relating to player transfers (current and non-current);

xv) accounts payable to group entities and other related parties (current and non-current);

xvi) accounts payable to employees (current and non-current);

xvii) accounts payable – other (current and non-current);

xviii) accruals and deferred income (current and non-current)

xix) tax liabilities (current and non-current);

xx) other current accounts payable

xxi) provisions (short-term and long-term);

xxii) other liabilities (current and non-current)

Net assets/liabilities

xxiii) (xxiii) net assets/liabilities;

Equity

xxiv) share/fund capital

xxv) Revaluation reserve

xxvi) Other reserves

xxvii) Retained earnings

F.2.2 Management may consider that line items (i) to (xxvii) are best presented on the face of the balance sheet or in the notes.

F.3 – Profit and loss account

F.3.1 The minimum disclosure requirements for the content in respect of profit and loss account are stated below.

Operating Revenue

i. gate receipts

ii. sponsorship and advertising

iii. broadcasting rights

iv. commercial activities

v. UEFA solidarity and prize money (distributed under the equality criteria decided by the FSGC Consiglio Federale)

vi. Grants/subsidies from national football body or government

vii. other operating income (sum of items xv and xvii)

viii. total operating revenue (sum of items i to vii)

Operating Expenses

ix. Costs of sales/materials;

x. employee benefits expenses (football players and other employees);

xi. depreciation and impairment of tangible assets;

xii. amortisation and impairment of other intangible assets (excluding player registrations);

xiii. other operating expenses;

xiv. Total operating expenses (sum of items ix to xiii)

Player registrations

xv. Amortisation of player registrations and impairment of player registrations/release costs for other personnel

xvi. Profit/loss on disposal of player registrations

xvii. Other transfer income costs

xviii. Total net result of accounting for player registrations (sum of items xv to xvii)

Other

xix. profit/loss on disposal of tangible assets;

xx. Finance income and expenses;

xxi. non-operating income/expenses;

xxii. tax income/expenses;

xxiii. Net result (sum of items vii, xiv, xviii and xix to xxii)

F.3.2 Management may consider that line items (i) to (xxiii) are best presented on the face of the profit and loss account or in the notes.

F.4 – Cash flow statement

F.4.1 The cash flow statement must report cash flows for the financial period classified separately as stated below :

Cash flows from operating activities

Operating activities are the principal revenue-producing activities of the reporting entity and other activities that are not investing of financing activities. Therefore, they generally result from the transactions and other events that enter into the determination of net result. The minimum disclosure requirements are stated below:

i) Net cash inflow/outflow from operating activities

Cash flows from investing activities

Investing activities are the acquisition and disposal of long-term assets (including player registrations) and other investments not included in cash equivalents. The reporting entity must separately report each major class of

gross cash receipts and gross cash payments arising from investing activities. The minimum disclosure requirements are stated below:

i. Cash inflow/outflows from acquisition/disposal of player registrations

ii. Cash inflow/outflows from acquisition/disposal of tangible assets

iii. Other cash inflow/outflows from investing activities

Cash flows from financing activities

Financing activities are activities that result in changes in the size and composition of the contributed equity share capital and borrowings of the reporting entity. The entity must separately report major each class of gross cash receipts and gross cash payments arising from financing activities. The minimum disclosure requirements are stated below:

i. Cash inflow/outflows from borrowings – shareholders and related party

ii. Cash inflow/outflows from borrowings – financial institutions

iii. Cash inflow from increase of capital/equity

iv. Cash outflows from dividends paid to owners/shareholders

v. Other cash inflow/outflows from financing activities

Other cash flows

Cash flows from interest and dividends received and paid must each be disclosed separately. Each must be disclosed in a consistent manner from period to period as either operating, investing or financing activities.

Cash flows arising from taxes on income must be disclosed separately and classified as cash flows from operating activities unless they can be appropriately and specifically identified as financing or investing activities.

F.4.2 The components of cash and cash equivalents must be disclosed and there must be presented a reconciliation of the amounts in the cash flow statement with the equivalent items reported in the balance sheet.

F.5 – Notes to the financial statements

F.5.1 Notes to the annual financial statements must be presented in a systematic manner. Each item on the face of the balance sheet, profit and loss account and cash flow statement must be cross-referenced to any related information in the notes. The minimum requirements for disclosure in notes are as follows:

a) Accounting policies

The basis of preparation of the financial statements and a summary of the significant accounting policies used.

b) Tangible assets

Each class of tangible asset must be disclosed separately (e.g. property, stadium and equipment, and right-of-use assets)

The following information must be disclosed for each class of tangible asset:

I. the gross carrying amount and the accumulated depreciation (aggregated with accumulated impairment losses) at the beginning and end of the period; and

II. a reconciliation of the carrying amount at the beginning and the end of the period, showing additions, disposals, increases or decreases during the period resulting from revaluations, any impairment losses recognised in the profit and loss account during the period, any impairment losses reversed in the profit and loss account during the period, and depreciation.

The depreciation methods and useful lives (or depreciation rates) used must be disclosed in the accounting policy notes.

c) Intangible assets

Each class of intangible asset must be disclosed separately (e.g. player registrations, goodwill, and other intangible assets).

The following information must be disclosed for each class of intangible asset :

I. the gross carrying amount and the accumulated amortisation (aggregated with accumulated impairment losses) at the beginning and end of the period; and

II. a reconciliation of the carrying amount at the beginning and the end of the period, showing additions, disposals, any decreases during the period resulting from impairment losses recognised in the profit and loss account during the period, and amortisation.

See Annex G for further information on accounting requirements for player registrations.

d) Pledged revenues and assets

The reporting entity must disclose:

I. The existence and amounts of restrictions on title, and property, plant and equipment (such as the stadium and training facilities) pledged as security for liabilities or contingent liabilities

II. The existence and carrying amounts of intangible assets whose title is restricted and the carrying amount of intangible assets (such as player registrations) pledged as security for liabilities or contingent liabilities, and

III. The existence and carrying amount of financial assets and/or amount of future income /such as receivables and future income in respect of disposal of a player's registration, competition

distributions/prize money, season ticket and other gate receipts, broadcasting rights and sponsorship arrangements) pledged as security for liabilities or contingent liabilities

e) Investments

Investments must include investments in subsidiaries, jointly controlled entities and associates. In respect of investments in subsidiaries, jointly controlled entities and associates, the following information must be disclosed as a minimum for each investment:

- name;
- country of incorporation or residence;
- type of business/operations of the entity;
- proportion of ownership interest;
- if different, proportion of voting power held; and
- description of the method used to account for the investments.

f) Bank overdrafts and loans

For each class of financial liability the following must be disclosed :

- information about the extent and nature of the financial instruments, including amounts and duration and any significant terms and conditions that may affect the amount, timing and certainty of future cash flows; and
- the accounting policies and methods adopted, including the criteria for recognition and the basis of measurement applied.

g) Provisions

Provisions must be disclosed in separate classes. In determining which provisions may be aggregated to form a class, it is necessary to consider whether the nature of the items is sufficiently similar to be combined in a statement of a single amount.

For each class of provision, the carrying amount at the beginning and end of the period, the amount utilised and any amount released, or credited, in the period must be disclosed.

h) Issued capital and reserves

Share capital, revaluation reserves, other reserves and retained earnings must be disclosed separately.

i) Share/fund capital

In relation to share capital issued during the reporting period the following must be disclosed :

- number and type of shares issued;
- share premium (if applicable) arising on the shares issued;
- total amount raised as a result of the issuing of shares;
- reason for the issuing of new shares.

ii) Revaluation reserves

Where items of property, stadium, equipment and/or intangible assets are stated at revalued amounts, the revaluation surplus, indicating the change for the reporting period and any restrictions on the distribution of the balance to shareholders, must be disclosed

iii) Other reserves

Any other form of reserves that is not contained in revaluation reserves, including any changes for the reporting period and any restrictions on the distribution of the balance to shareholders, must be disclosed.

iv) Retained earnings

The balance of retained earnings (i.e. accumulated profit or loss) at the beginning of the reporting period and at the balance sheet date, and changes during the reporting period, must be disclosed.

i) Controlling party

When the reporting entity is controlled by another party, there must be disclosure of the related party relationship and the name of that party and, if different, that of the ultimate controlling party. This information must be disclosed irrespective of whether any transactions have taken place between the reporting entity and the controlling party or parties

j) Related party transactions

A related-party transaction means a transfer of resources, services or obligations between related parties, regardless of whether a price has been charged. A related-party transaction may or may not have taken place at fair value.

If there has been one or more related party transactions during the reporting period, the reporting entity must disclose the nature of the related party relationship, as well as information about the transaction(s) and outstanding balances, including commitments, necessary for an understanding of the potential effect of the relationship on the financial statements. Items of a similar nature may be disclosed in aggregate except when separate disclosure is necessary understand the effects of related-party transactions on the financial statements of the reporting entity.

As a minimum, disclosures for each related party must include:

i. the amount and the nature of the transaction(s);
ii. the amount of outstanding balances, including commitments, and:

    -their terms and conditions, including whether they are secured, and the nature of the consideration to be provided in settlement; and

    -details of any guarantees given or received;
iii. provisions for doubtful debts related to the amount of outstanding balance; and
iv. the expense recognised during the period in respect of bad or doubtful debts due from related parties.

The disclosures required must be made separately for each of the following categories :

● the parent;

● entities with joint control or significant influence over the reporting entity;

● subsidiaries;

● associates;

● joint ventures in which the reporting entity is a venture;

●The entity or its parent's key management personnel; and

● other related parties.

Confirmation that related party transactions were made on terms equivalent to those that prevail in arm's length transactions must be given if such terms can be substantiated.

k) Contingent liabilities

Unless the possibility of any outflow in settlement is remote, for each class of contingent liability the reporting entity must disclose a brief description of the nature of the contingent liability at the annual accounting reference date and, where practicable:

- an estimate of its financial effect;
- an indication of the uncertainties relating to the amount or timing of any outflow; and
- the possibility of any reimbursement.

l) Events after the balance sheet date

Material non-adjusting events after the balance sheet date must be disclosed including the nature of the event and an estimate of its financial effect, or a statement that such an estimate cannot be made. Examples of such events are:

● fixed-term borrowing approaching maturity without realistic prospects of renewal or repayment;

● substantial operating losses;

● discovery of material fraud or errors that show the financial statements are incorrect;

●management determining that it intends to liquidate the entity or to cease trading, or that it has no realistic alternative but to so do;

● player transactions where the amounts paid or received are material

● transactions relating to property, es. in relation to the club's stadium.

m) Other disclosures

i) Agent/Intermediateries fees

The total amount incurred in the reporting period in respect of or for the benefit of agents/intermediaries must be disclosed

ii) Tax expense

The components of tax expense must be disclosed separately. That is, the aggregate amount included in the determination of net profit or loss for the reporting period in respect of current and/or deferred tax.

iii) Miscellaneous

Any additional information or disclosure that is not presented on the face of the balance sheet, profit and loss statement or cash flow statement, but is relevant to an understanding of any of those statements and/or is required to meet the minimum financial information requirements, must be disclosed.

F.5.2 Notes to the interim financial statements consist, as a minimum, of:

a) a statement that the same accounting policies and methods of computation are followed in the interim financial statements as in the most recent annual financial statements or, if those policies or methods have been changed, a description of the nature and effect of the change;

b) notes equivalent to those in the annual financial statements as defined in paragraph F.5.1 and

c) disclosure of any events or transactions that are material to an understanding of the interim period

F.6 – Player identification table

F.6.1 All licence applicants/licensees must prepare and submit to the licensor a player identification table.

F.6.2 The player identification table must be provided to the auditor, who must reconcile the aggregate figures in the player identification table to the relevant figures in the balance sheet and profit and loss account in the annual financial statements and interim financial statements. However, the player identification table does not need to be disclosed within the annual financial statements or interim financial statements.

F.6.3 The minimum information to be included in the player identification table in respect of each relevant player is as follows:

a) Name and date of birth

b) Start date of original player contract and end date of current contract;

c) Costs of the player's registration;

d) Accumulated amortisation brought forward and as at the end of the period;

e) Amortisation of the player's registration in the period;

f) Impairment of the player's registration in the period~~;~~

g) Disposals of the player's registration (cost and accumulated amortisation)

h) Net book value (carrying amount);

i) Profit/loss on disposal of player's registration; and:

j) Sell-on rights (or similar), i.e. description and (if possible) quantification of any sell-on rights to a football club that formerly held the player's registration, excluding training compensation and/or solidarity contributions.

F.6.4 Relevant players, about whom details are required in the player identification table, are:

a) all players whose registration is held by the licence applicant/licensee at any time during the period and in respect of whom some direct acquisition cost has been incurred (at some point in time in the reporting period or prior periods); and

b) all players in respect of whom some income/profit (or loss) has been recognised (at some point in time in the reporting period).

F.6.5 For licence applicants/licensee who have restated player accounting figures to meet the accounting requirements of these regulations, these aggregate figures from the player identification table must agree with/be reconciled to the restated financial information.

F.7 – Financial review by management

F.7.1 The annual financial statements must include a financial review or commentary by management (sometimes referred to as a directors' report) that describes and explains the main features of the reporting entity's financial performance and financial position and the principal risks and uncertainties it faces.

F.7.2 The annual financial statements must also include the names of persons who were members of the reporting entity's executive body or board of directors and its supervisory bodies at any time during the year.

ANNEX G: Accounting requirements for the preparation of financial statements

G.1 - Principles

G.1.1 Financial statements as defined in Article 65 and Article 67, must be based on the accounting standards required by Sammarinese legislation for incorporated companies, i.e. Law 23rd February 2006 n. 47 (Legge sulle società) and following amendments, regardless of the legal structure of the licence applicant/ licensee.

G.1.2 Financial statements must be prepared on the assumption that the licence applicant is a going concern, meaning it will continue in operation for the foreseeable future. It is assumed that the licence applicant/ licensee has no intention or need to go into liquidation, cease trading or seek protection from creditors pursuant to laws or regulations

G.1.3 The Law 23rd February 2006 n. 47 (Legge sulle società) and following amendments, suitable as the basis for the preparation of financial statements, must contain certain underlying principles including:

a) fair presentation;
b) consistency of presentation;
c) accrual basis for accounting;
d) separate presentation of each material class of items;
e) no offsetting between assets and liabilities and between income and expenses unless permitted by national accounting practice.

G.1.4 Notwithstanding that each license applicant/ licensee has to prepare audited annual financial statements and interim financial statements under its own national accounting practice for incorporated companies, the International Financial Reporting Standards or the International Financial Reportin1g Standard for Small and Medium-sized Entities, these regulation include specific accounting requirements to be complied with as set out in annexes G.2 to G.6

G.1.5 The accounting requirements set out in Annex G to ANNEX G.6 are applicable both to licence applicants and to licensees that are subject to monitoring requiremnts

G.2 – Consolidation/combination requirements

G.2.1 The financial information of all entities included in the reporting perimeter (as defined in article 64) must be either consolidated or combined as if they were a single company.

G.2.2 Consolidated financial statement are the financial statement of a group in which the assets, liabilities, equity, income, expenses and cash flows of the parent and its subsidiaries are presented as those of a single company.

G.2.3 Combined financial statements are those that include information about two or more commonly controlled entities without information about the controlling entity.

G.3 – Accounting requirements for the permanent transfer of a player's registration

1. In the Republic of San Marino, the licence applicants must expense the costs of acquiring a player's registration.

G.3.1 The acquisition of a player's registration must be recognised in the financial statements when all significant conditions for the transfer to take place have been satisfied, i.e. it is effectively unconditional, which means that there must be a legally binding agreement between the two clubs and between the acquiring club and the player.

G.3.2 The disposal of a player's registration must be recognised in the licence applicant's financial statements when all significant conditions for the transfer to take place have been satisfied, i.e. it is effectively unconditional and the risks and rewards have been transferred to the new club.

G.3.3 Licence applicants that capitalise the costs of a player's registration as an intangible asset must apply certain minimum accounting requirements as described in Annex G.3. A licence applicant can expense the costs of a player's registration rather than capitalise them as an intangible asset if this is permitted under national accounting practice.

G.3.4 The minimum accounting requirements for licence applicants that capitalise the costs of a player's registration as an intangible asset are as follows:

a. Only the directly attributable costs of a player's registration can be capitalised as an intangible asset. For accounting purposes, the carrying value of an individual player must not be revalued upwards, even though a licence applicant's management may believe market value is higher than carrying value. In addition, while it is acknowledged that a licence applicant may be able to generate some value from the use and/or transfer of locally trained players, for accounting purposes costs relating to a licence applicant's own youth sector must not be included in the balance sheet – as only the costs of a player's registration are to be capitalised. All forms of consideration to and/or benefit of players (such as sign-on fees) must be treated as employee benefit expenses and not costs of a player's registration. Finance costs arising in respect of borrowings are treated as finance costs and are not costs of a player's registration even if the borrowings were obtained to help finance the acquisition of player registrations.

b. Amortisation of costs of a player's registration must begin when the player's registration is acquired. Amortisation ceases when the asset is fully amortised or derecognised (i.e. the registration is considered as being permanently transferred to another club), whichever comes first.

c. For each individual player's registration, the depreciable amount must be allocated on a systematic basis over the duration of the player's original contract, up to a maximum of 5 years. This is achieved by the systematic allocation of the cost of the asset as an expense from the date the player's registration is acquired and over the period of the player's contract, up to a maximum of 5 years. If the period of a

player's contract with the club is extended, then the intangible asset carrying value of the player's registration plus any additional directly attributable contract negotiation costs (e.g. agent/intermediary fees) can either be amortised over the remaining period of the original contract, or be amortised over the extended period of the player's contract, up to a maximum of 5 years from the date of the contract extension.

d. All capitalised player values must be reviewed for impairment each year by the licence applicant's management. If the recoverable amount for an individual player is lower than the carrying amount on the balance sheet, the carrying amount must be adjusted to the recoverable amount and the adjustment charged to the profit and loss account as an impairment cost. It is recommended that each licensor requires each of its licence applicants to apply consistent accounting policies in respect of player registration costs.

The net book value of a player's registration should be reviewed for impairment in the reporting period, in the following circumstances:

i. when it becomes clear by the annual accounting reference date that a player will not be able to play again with the club, for example if the player suffers a career-threatening injury or is permanently unable to play professional football. In this case, the net book value of the player's registration on the balance sheet must be fully impaired in that reporting period. The following events do not represent a cause for recognising impairment loss:

- A player suffers an injury in a reporting period and is temporarily unable to play professional football with the club, or
- A player suffers a decline in fitness or ability and is not selected for participation in first team matches.

In this regard, the future wages of a player with a career-threatening injury or permanently unable to play professional football must continue to be recognised as employee benefit expenses throughout the duration of the player's contract.

ii. if the management of the club is committed to permanently transfer a player's registration and the transfer occurs just after the annual accounting reference date. In this case, the net book value of the player's registration on the balance sheet should be reviewed for impairment if the disposal proceeds for the permanent transfer of the player's registration to the new club is lower than the player's net book value. The accounting principle must be disclosed in the financial statements and applied consistently from one reporting period to another.

iii. if the management of the club has temporarily transferred a player's registration for an amount lower than the amortisation cost.

G.3.5 If two or more players are transferred in opposite directions between clubs, the licence applicant must assess whether these transfers are to be considered player exchange transactions under the terms of these regulations. If so, the international accounting requirements for the exchange of assets (i.e. currently International Accounting Standard 38, paragraphs 45-47) are to be applied when calculating the

profit from the disposal of the outgoing player(s) and the registration costs for the incoming player(s).

a. When calculating the profit from the disposal of an outgoing player's registration, the disposal proceeds cannot exceed the net book value of the cost of the player's registration in the licence applicant's financial statements, adjusted to take account of any net cash received or receivable in the context of the exchange transaction.

b. The registration costs for the incoming player must be capitalised at the maximum at the carrying amount of the outgoing player, adjusted to take account of any net cash paid by the club in the context of the exchange transaction.

c. A player exchange transaction is when two or more players are transferred in opposite directions between clubs, and where the incoming and outgoing player transfers:

- are included in the same transfer contract;
- are included in different transfer contracts that, directly or indirectly, are linked to each other or are conditional on each other;
- are concluded within 45 days of each other;
- involve no or only limited monetary disbursements; and/or

have the same or similar payment obligations, deadlines or dates for both the players transferred in and the players transferred out

G.3.6 Profit/loss on disposal of a player's registration must be calculated net of any amounts paid and/or payable that are directly attributable to the disposal of the player's registration, comprising:

a) realized conditional transfer compensation for amounts which have become payable on the disposal of the player's registration (es. Sell-on fee payable to another club)

b) Any other directly attributable amounts paid and/or payable to another party such as another football club, agent/intermediary, or national football association/league

G.3.7 The licence applicant must apply the following adjustments in respect of the permanent transfer of a player's registration between clubs that are related parties:

a) the club that has transferred in the player's registration must calculate the cost of acquiring the player's registration – for the calculation of an amortization charge for the reporting period (for clubs using the capitalization and amortization method of accounting for player registrations) or for the costs of the player's registration (for clubs using the income and expense method of accounting for player registrations) – using the greater of the following amounts:

i) The actual transaction cost of acquiring the player's registration;

ii) The adjusted net book value in respect of costs of the player's registration in the financial statements of the club that has transferred out the player. The adjusted net book value is the net book value costs of the player's registration amortised on a linear basis over the period of the player's contract (in accordance with Annex G.3.1, Annex G.3.2, Annex G.3.3, Annex G.3.4(c)), excluding the impact of any impairment.

If the calculated amortization charge is greater than the recorded amortisazion charge or the calculated costs of the player's registration are greater than the recorded costs of the player's registration, then an appropriate adjustments must be made so that the difference is recognized in the profit an loss account in the financial statements

b) The club that has transferred out the player's registration must calculate the disposal proceeds of the player's registration – for the calculation of the profit on disposal of the player's registration (for clubs using the capitalization and amortization method of accounting for player registrations) or for the income from the player's registration (for clubs using the income and expense method of accounting for player's registrations) – using the lower of the following amounts:

i) the actual transaction proceeds on disposal

ii) the net book value in respect of the costs of the player's registration in its financial statements

If the calculated profit on disposal is lower than the recorded profit on disposal or the calculated income from the player's registration is lower than the recorded income from the player's registration, then an appropriate adjustment must be made so that the difference is recognized in the directly in equity financial statements.

G.3.8 The above accounting requirements apply by analogy to any other personnel, es Head coach, and release income/costs or similar paid to another club

G.4 – Accounting requirements for the temporary transfer of a player's registration

G.4.1 The minimum accounting requirements for licence applicants that have transactions in respect of the temporary transfer of a player's registration (loan) are as follows:

G.4.2 Loan fees received/ paid must be reported as player transfer income/expense.

G.4.3 Loan of a player from the lender club to the new club with no obligation/option to buy:

a. The loan fees received/receivable by the lender club, if any, must be recognised as income over the period of the loan arrangement. The lender club will continue to recognise the original costs of a player's registration as an intangible

asset on its balance sheet and to systematically allocate the cost of the asset as an amortisation expense over the period of the player's contract.

b. The loan fees paid/payable by the new club, if any, must be recognised as an expense over the period of the loan arrangement. If the player's salary is taken over by the new club, it must be recognised as an employee benefit expense over the player's loan term.

G.4.4 Loan of a player from the lender club to the new club with an unconditional obligation to buy:

a. The loan must be reflected by the lender club as a permanent transfer and the player's registration rights must be derecognised from its intangible assets. The proceeds from the loan and from the future permanent transfer must be recognised from the inception of the loan agreement.

b. The directly attributable costs of the loan and the future permanent transfer for the new club must be recognised by the new club in accordance with the accounting requirements for permanent acquisition of a player's registration.

G.4.5 Loan of a player from the lender club to the new club with an option to buy:

a. The transaction must be recorded as a loan by the lender club until the option is exercised by the new club. When the option is exercised, any remaining proceeds of the loan and proceeds of the future permanent transfer must be recognised in accordance with the accounting requirements for the permanent disposal of a player's registration.

b. When the option is exercised by the new club, any remaining costs of the loan and the costs of the future permanent transfer must be recognised by the new club in accordance with the accounting requirements for the permanent acquisition of a player's registration.

G.4.6 Loan of a player from the lender club to the new club with a conditional obligation to buy:

a. If a condition is considered to be virtually certain, then the player's registration must be recognised by both clubs as a permanent transfer from the inception of the loan agreement.

b. If the fulfilment of a condition cannot be assessed with sufficient certainty to trigger the permanent transfer from the inception of the loan, then the player's registration must be recognised first as a loan and then as a permanent transfer once the condition is met.

G.4.7 The licence applicant must apply the following adjustments in respect of the temporary transfer of a player's registration between clubs that are related parties:

a. The club that has temporarily transferred in the player's registration must calculate an expense amount in respect of the player for the reporting period using the greater of the following amounts:

i. The actual transaction cost in the reporting period;

ii. The aggregate amount of the amortisation charge in respect of the player's registration and the employee benefit expenses in respect of the player for the period of the loan as recorded in the financial statements of the club that has temporarily transferred out the player.

If the calculated expense is greater than the recorded expense, then an appropriate adjustment must be made so that the difference is recognised in the profit and loss account in the financial statements.

b. The club that has temporarily transferred out the player's registration must calculate an income amount in respect of the player for the reporting period using the lower of the following amounts:

i. The actual transaction income in the reporting period;

ii. The aggregate amount of the amortisation charge in respect of the player's registration and the employee benefit expenses in respect of the player for the period of the loan as recorded in the financial statements of the club that has temporarily transferred out the player.

If the calculated income amount is lower than the recorded income, then an appropriate adjustment must be made so that the difference is recognised directly in the equity in the financial statements.

G.5 – Accounting requirements for specific expense items

G.5.1 Incentive/bonus expenses for employees

a. All forms of consideration given by an entity in exchange for services rendered by an employee, including any bonuses and incentives such as performance-related consideration, contract signing fees, and loyalty incentives, must be reported as employee benefit expenses.

b. Bonus and/or incentive payments that are payable in full by the club to a person with no further condition or service obligation (i.e. the club has no choice but to make the payments) must be recognised as employee benefit expenses when triggered.

c. Bonus and/or incentive payments that are dependent on a certain future condition being satisfied by the player and/or the club, such as a player's participation in matches and/or the club's competition performance, must be recognised as employee benefit expenses at the point in time when the condition has been satisfied or its fulfilment becomes highly probable.

d. Incentive and/or bonus to players when entering and/or extending an employment agreement with any condition or service obligation must be recognised on a systematic basis over the relevant period.

G.5.2 Termination benefits to employees

A club must recognise in full the expense of termination benefits to an employee when the club can no longer withdraw the offer of those benefits.

G.6 – Accounting requirements for specific revenue items

G.6.1 Season tickets and similar revenues

Revenue in respect of season ticket sales or similar match-related sales must be recognised on a proportionate basis at the point in time when the relevant matches take place during the period.

G.6.2 Broadcasting rights and/or prize money revenues

a. Revenue in respect of broadcasting rights and/or other consideration for participation in a competition which are fixed considerations must be recognised on a proportionate basis at the point in time when the relevant matches take place during the period.
b. Revenue in respect of broadcasting rights and/or consideration for participation in a competition which are variable considerations that depend on certain conditions being satisfied by the club (such as competition performance bonuses) must be recognised at the point in time when the performance obligations are satisfied.

G.6.3 Sponsorship and advertising revenues

a. Revenue in respect of sponsorship rights and advertising which are fixed considerations must be recognised on a proportionate basis over the period covered by the sponsorship rights and/or advertising arrangements.
b. Revenue in respect of sponsorship rights and advertising which are variable considerations that depend on certain conditions being satisfied by the club (such as competition performance bonuses) must be recognised at the point in time when the performance obligations are satisfied.
c. Any non-cash consideration as part of a sponsorship and/or advertising arrangement must be measured at fair value.

G.6.4 Donations and grants/subsidies

a. A donation is an unconditional gift of consideration that must be recognised as other operating income when received.
b. Grants/subsidies must not be recognised in the accounts of the club until there is reasonable assurance that the club will comply with the conditions to receive the grant/subsidy and the grant/subsidy will be received. Then, a grant/subsidy must be recognised in profit and loss on a systematic basis over the reporting periods in which the club recognises as expenses the related costs for which the grants/ subsidies were intended to compensate. Therefore, grants/subsidies in respect of specific expenses are recognised in profit and loss in the same reporting period(s) as the relevant expenses. Similarly, grants/subsidies related to depreciable assets are recognised in profit and loss over the reporting periods and in the proportions in which depreciation expenses on those

assets are recognised. A grant/subsidy that becomes receivable as compensation for expenses or losses already incurred or for the purpose of giving immediate financial support with no future related costs must be recognised in profit or loss in the period in which it becomes receivable.

G.6.5 Revenue in respect of future revenue-generating rights

Revenue received or receivable in respect of the club's future revenue-generating rights over a defined period must be recognised evenly on a straight-line basis over the reporting periods covered by the underlying agreements or transactions

ANNEX H: Notion of 'overdue payables'

H.1 Principles

H.1.1 Payables are considered overdue if they are not paid according to the contractual or legal terms.

H.1.2 Payables are not considered overdue, within the meaning of these regulations, if the licence applicant/licensee (es. debtor) is able to prove by applicable payment deadline, es. 31 March in respect of Articles 69 to 72 and 15 July, 15 October and 15 January respectively in respect of Articles 79 to 80, that:

a) The relevant amount has been settled, es. either paid in full or offset against the creditor's obligations towards the debtor; or

b)The deadline for payment of the relevant amount has been deferred (referred to as "amount deferred" in these regulations), es. an agreement has been concluded in writing with the creditor to extend the deadline for payment (a creditor not requesting payment of an amount does not constitute an extension of the deadline); or

c) the relevant amount is subject to a legal claim or open proceedings (referred to as "amount disputed" in these regulations), meaning:

i. The debtor has brought a legal claim which has been deemed admissible by the competent authority under national law or has opened proceedings with the national or international football authorities or relevant arbitration tribunal contesting liability in relation to the overdue payable, knowing that if the decision-making bodies (licensor or CFCB) consider that such claim has been brought or such proceedings have been opened for the sole purpose of avoiding the applicable deadlines set out in these regulations (i.e. in order to buy time), the amount will still be considered an overdue payable; or

ii. The debtor has contested to the competent authority under national law, the national or international football authorities or the relevant arbitration tribunal, a claim which has been brought or proceedings which have been opened against it by a creditor in

respect of overdue payables and is able to demonstrate to the comfortable satisfaction of the relevant National Club Licensing decision-making bodies (licensor or CFCB) that it has established reasons for contesting the claim or proceedings which have been opened, knowing that if the decision-making bodies (licensor or CFCB) consider the reasons for contesting the claim or proceedings as manifestly unfounded the amount will still be considered an overdue payable; or

d) The settlement of the relevant amount is pending (referred to as “amounts pending” in these regulations), meaning:

i. The debtor has requested a competent authority, in writing and in accordance with the applicable law, to extend the deadline for payment of payables to social/tax authorities (as defined by Articles 71), and the competent authority has confirmed in writing that this request has been deemed admissible and still pending by 31 March (in respect of Article 71) or by 15 July, 15 October and 15 January respectively (in respect of Article 83); or

ii. The debtor is able to demonstrate to the comfortable satisfaction of the relevant decision-making bodies (licensor or CFCB that it has taken all reasonable measures to identify and pay the creditor(s) in respect of training compensation and solidarity contributions (as defined in the FIFA Regulations on the Status and Tranfers of Players).

ANNEX I: Licensor's assessment procedures

I.1 Principles

I.1.1 The licensor defines the assessment procedures, ensuring equal treatment of all clubs applying for a licence. It assesses the documentation submitted by the clubs, considers whether it is appropriate and determines to its comfortable satisfaction whether each criterion has been met and what further information, if any, is needed for each licence to be granted.

I.1.2 The assessment processes to check compliance with the defined provisions set out in Article 11 and article 75 comprise specific assessment steps that must be followed by the licensor as set out below.

I.2 Assessment of the auditor's report on the financial statements

I.2.1 In respect of the annual financial statements, the licensor must perform the following minimum assessment procedures:

a) Assess whether the reporting perimeter is appropriate for club licensing/ club monitoring purposes.

b) Assess the information submitted to form a basis for his licensing ..decision.

c) Read and consider the annual financial statements and the Auditing Commission's report thereon.

d) Address the consequences of any modifications to the Auditing Commission's report (compared to the normal form of unqualified report) and/or deficiencies compared to the minimum disclosure and accounting requirements according to paragraph I.2.2 below.

I.2.2 Having assessed the reporting perimeter and read the Auditing Commission's report on the annual financial statements, the licensor must assess ~~it~~ theme according to the items below:

a) If the reporting perimeter does not meet the requirements of Article 64, the licence must be refused.

b) If the Auditing Commission's report has an unqualified opinion, without any modification, this provides a satisfactory basis for granting the UEFA Licence.

c) If the Auditing Commission's report has a disclaimer of opinion or an adverse opinion, the UEFA Licence must be refused, unless a subsequent audit opinion without disclaimer of opinion or adverse opinion is provided (in relation to another set of financial statements for the same financial year that meet the minimum requirements) and the licensor is satisfied with the subsequent audit opinion.

d) If the Auditing Commission's report has, in respect of going concern, an emphasis of matter an a key audit matter or a qualified 'except for' opinion, the UEFA Licence must be refused, unless either:

i) a subsequent audit opinion without going concern, an emphasis of matter, a key audit matters or qualification is provided, in relation to the same financial year; or

ii) additional documentary evidence demonstrating the licence applicant's ability to continue as a going concern until at least the end of the licence season has been provided to, and assessed by, the licensor to its satisfaction. The additional documentary evidence must include, but is not necessarily limited to, the information described in Article 73 (Future financial information).

e) If the Auditing Commission's report has, in respect of a matter other than going concern, an emphasis of matter, a key audit matter or a qualified 'except for' opinion, then the licensor must consider the implications of the modification for club licensing purposes. The UEFA Licence may be refused unless additional documentary evidence is provided and assessed to the satisfaction of the licensor. The additional evidence that may be requested by the licensor will be dependent on the reason for the modification to the Auditing Commission's report.

f) If the auditor's report makes a reference to any situation defined in Article 63 the licence must be refused

I.2.3 If the licence applicant provides supplementary information and/or restated financial information, the licensor must additionally assess the Auditing Commission's report on the agreed-upon procedures in respect of the supplementary information and/or restated financial information. The Licence may be refused if the auditor's report is not to the satisfaction of the licensor and/or includes reference to errors and/or exceptions found.

I.2.4 The licensor must check that the licence applicant has published the financial information in accordance with Article 66.

I.3 Assessment of licensing documentation for the net equity rule

I.3.1 In respect of the net equity rule, the licensor must perform the following minimum assessment procedures:

a) Determine the net equity position as at the 31 December preceding the deadline for submission of the application to the licensor based on the annual financial statements or interim financial statements;

b) Assess, if applicable, whether the subordinated loans meet the required conditions;

c) If the net equity position as at the 31 December preceding the deadline for submission of the application to the licensor is negative, assess whether it has improved by at least 10% compared with the net equity position that enabled the licence applicant to satisfy the net equity rule in the previous year.

d) If the equity rule is not fulfilled as at the 31 December preceding the deadline for submission of the application to the licensor, assess if the licence applicant has submitted by 31 March at the latest a new audited balance sheet, including any contributions made since 31 December, demonstrating that the net equity position has improved by at least 10 % compared with the net equity position that enabled the licence applicant to satisfy the net equity rule in the previous year.

I.4 Assessment of licensing documentation for no overdue payables

I.4.1 In respect of the "no overdue payables" criteria to football clubs, employees and social/tax authorities the licensor may decide

a) To assess itself the information submitted by the licence applicant, in which case it must perform the assessment as set our in Annex I.4.2, or

b) To have independent auditors carry out the assessment procedures in accordance with ISRS 4400, in which case the licensor must assess the information submitted by the licence applicant (in particular the payables tables and corresponding supporting documents) and review the auditor's report. The licensor may carry out any additional assessment it believes necessary, including by extending the sample or requesting additional documentary evidence from the licence applicant

I.4.2 Notwithstanding whether the assessment is carried out by the licensor or an independent auditor in respect of the "no overdue payables" criteria to football clubs, employees and social/tax authorities, the following minimum procedures must be performed and described in the licensor's or auditor's report:

a) Obtain the payables tables as at 31 March submitted by the licence applicant in respect of obligations due to be paid by 28 February (i.e. the transfers table, the employee table, the social/tax table and corresponding supporting documents)

b) Perform the necessary steps (including determination of the sample size) to assess the completeness and accuracy of the reported balances and issue a conclusion with regard to each of the process performed;

c) Check the completeness of any overdue balance reported by the licence applicant as at 28 February

d) Check the settlement of any overdue payables between 28 February and 31 March, and

e) Identify any overdue balance at 31 March

I.4.3 In respect of the no "overdue payables" criterion in respect of UEFA and the licensor, the licensor must perform, as a minimum, the following assessment procedures:

a) Review any information received from UEFA with regard to pending overdue amounts owed by the licensor's affiliated clubs and check the settlement of any overdue balance between 28 February and 31 March, and

b) Carry out any additional assessment and request any additional documentary evidence from the licence applicant it believes necessary

I.5 Assessment of the written representation prior to the licensing decision

I.5.1 In respect of the written representation, the licensor must read and consider the impact of any significant change that has occurred in relation to the club licensing criteria.

I.5.2 In respect of the written representation letter, the licensor must read and consider the information in respect of any event or condition of major economic importance, in combination with the financial statements, future financial information and any additional documentary evidence provided by the license applicant.

I.5.3 The licensor must assess the club's ability to continue as a going concern until at least the end of the license season. The UEFA License must be refused if, based on the financial information that the licensor has assessed, in the licensor's judgement, the license applicant may not be able to continue as a going concern until at least the end of the license season.

I.5.4 If the licence applicant (or the registered member which has a contractual relationship with the licence applicant within the meaning of Article 14) or any parent company of the licence applicant included in the reporting perimeter is/was seeking protection or has received protection from its creditors pursuant to laws or regulations (including voluntary or mandated administration procedures) within the 12 months preceding the licence season or is receiving protection at the time of the assessment then the licence must be refused. For the avoidance of doubt the licence must also be refused even if the concerned entity is no longer receiving protection from its creditors at the moment the licensing decision is taken.

I.6 Assessment of future financial information

I.6.1 In respect of future financial information, the licensor must assess whether or not the licence applicant exhibits the condition as defined in Article 73. If the licence applicant is required to submit future financial information, the licensor may decide:

a) to assess the information submitted by the licence applicant, in which case the licensor must perform the assessment according to Annex I.6.2 below, or

b) to have independent auditors carry out the assessment procedures in accordance with ISRS 4400, in which case the licensor must review the auditor's report to ensure they performed, as a minimum, the assessment procedures as described in Annex I.6.2 below

I.6.2 The assessment of future financial information must include, as a minimum, the following procedures

a) Check whether the future financial information is arithmetically accurate;

b) Determine, through discussion with the licence applicant's management and review of the future financial information, whether the future financial information has been prepared using the disclosed assumptions and risks;

c) Check that the opening balances contained within the future financial information are consistent with the balance sheet shown in the immediately preceding annual financial statements or reviewed interim financial statements (if such interim statements have been submitted); and

d) Check that the future financial information has been formally approved by the executive body of the licence applicant by way of a declaration by the licence applicant's management that the documents submitted are complete, accurate and in compliance with these regulations..

e) If applicable: examine corresponding supporting documents, including for example agreements with sponsors, banking facilities, share capital increase, bank guarantees and minutes of board meetings.

I.6.3 The licensor must assess the liquidity of the licence applicant, i.e. the availability of cash after taking account of the financial commitments and its ability to continue as a going concern until at least the end of the licence season. The licence must be refused if, based on the financial information that the licensor has assessed, in the licensor's judgement, the licence applicant may not be able to meet its financial commitments as they fall due and continue as a going concern until at least the end of the licence season

I.7 Assessment of monitoring documentation for the solvency requirements

I.7.1 In respect of the enhanced overdue payables requirements (towards football clubs, employees and social/tax authorities) the licensor must perform, as a minimum, the following assessment procedures:

a) read the licensee's completed payables information and make enquiries to the licensee if there is any information with regard to amounts payable to other clubs, employees and social/tax authorities that may be incomplete and/or inaccurate based on the licensor's existing knowledge of the licensee from club licensing and/or other reasonable sources;

b) Confirm that all requested supporting documents have been attached to the licensee's submission

I.7.2 The licensor must confirm to the CFCB and/or the UEFA administration:

a. the results of the above assessment procedures; and

b. the completeness and accuracy of the licensee's submission according to the licensor's assessment procedures as set out in Paragraph I.7.1.