



ACG260/4: Aprobación del Crédito extraordinario inscripción Juegos EUSA.

- Aprobado en la sesión ordinaria del Consejo de Gobierno de 16 de diciembre de 2024

European Universities Games

Attribution Agreement

European Universities Games: Attribution Agreement

This Attribution Agreement (hereinafter "**Agreement**") for the 10th European Universities Games is executed as of April 20, 2024 between:

The **European University Sports Association**, an international non-profit association having its registered office c/o Akademischer Sportverband Zürich, ETH Zürich, Postfach, CH-8092 Zurich, Switzerland (hereinafter "**EUSA**"), EUSA being represented by its President, Adam Roczek and Secretary General, Matjaž Pečovnik for all purposes hereof;

and

University of Granada, Hospital Real. Avenida del Hospicio, s/n. 18071 Granada, Spain (hereinafter "Host City Partner"), being represented by its Rector, Pedro Mercado Pacheco for all purposes below

(The Host City Partner and – upon its establishment – the Organising Committee shall be collectively referred to herein as the "**Host City Partners**")

European Universities Games: Attribution Agreement

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Preamble

WHEREAS, EUSA developed under its patronage and auspices the European Universities Games (hereinafter "**EUG**"). The EUG is a multi-sport university event which takes place every second year bringing together European university teams from several sports at the same time in one city. The EUG shall take place for the tenth time in the year 2030 (hereinafter "**EUG 2030**", "**10th EUG**" or "**Games**").

WHEREAS, from the bidding cities for the EUG 2030 EUSA decided on April 20, 2024 to award the EUG 20230 to Granada (hereinafter "**City**").

WHEREAS, the Host City Partners are willing to organising the Games.

WHEREAS, it is the mutual desire of EUSA and the Host City Partners that the 10th EUG be organised in the best possible manner and take place under the best possible conditions for the benefit of the European university sports movement. To that end, EUSA and the Host City Partners wish to enter into this Agreement.

NOW, THEREFORE, it is agreed as follows:

1 Organization of the Games

1.1 Appointment

EUSA hereby awards the 10th EUG to the Host City Partners. This award is, however, subject to the full payment of the Attribution Fee according to section 2 below.

The Host City Partners hereby jointly agree to organise and conduct the 10th EUG in the City from July 14, 2030 through July 28, 2030 in conformity with and adherence to (i) the regulations for the EUSA events, (ii) the minimum requirements (hereinafter "**Minimum Requirements**") for the EUG and (iii) financial summary (hereinafter collectively "**EUSA Documents**"). The Host City Partners acknowledge and agree that the Games shall be organised in the EUSA spirit by which no discrimination is allowed against any country or person on grounds of race, religion or political affiliations.

The Host City Partners undertake to appoint and establish an organising committee which will be the primary partner and point of contact of EUSA with regard to the preparation, organisation and implementation of the Games (hereinafter "**Organising Committee**") within 180 days after signing of this Agreement. The Host City Partners may establish such Organising Committee in a form as considered most suitable by the Host City Partners, for instance in the form of a limited liability company, an association or foundation. Once established, the Host City Partners shall entrust the Organising Committee with the tasks related to the preparation, organisation and implementation of the Games by submitting the duly signed declaration pursuant to Exhibit 1.1

(hereinafter "**Accession Declaration**") to EUSA. EUSA and the Host City Partners hereby consent to the accession to this Agreement by the Organising Committee. Upon receipt of the duly signed Accession Declaration by EUSA, the Organising Committee will take primary responsibility for the undertakings of the Host City Partners in this Agreement and will serve as the primary partner and point of contact for EUSA in relation to the Games and, unless expressly provided otherwise by the provisions of this Agreement, the Organising Committee shall be responsible for complying with all of the requirements of the EUSA Documents whether or not such requirements are expressly referred to in this Agreement. The Host City Partners guarantee and procure that (i) the Organising Committee accedes to this Agreement with all rights and obligations immediately after its establishment by submitting the duly signed Accession Declaration to EUSA and (ii) the Organising Committee promptly and duly performs, and complies with, its obligations under this Agreement. For as long as the Organising Committee is not established and/or has not submitted the duly signed Accession Declaration to EUSA, the Host City Partners remain responsible for the fulfilment of the obligations assigned to the Organising Committee under this Agreement.

The obligations of the Host City Partners in this Agreement shall be joint and several.

1.2 Dossier

The Host City Partners will honour, abide by and complete all of the undertakings set forth in the 10th EUG candidature dossier as formally submitted by the Host City Partners (hereinafter "**Bidding Dossier**") (as attached hereto as Exhibit 1.2) under the name "The rules and regulations for the EUSA Edition 2024" and "The minimum organizational requirements Edition 2024". The Host City Partners shall not, in any event, modify the dispositions and warranties presented in the Bidding Dossier, without the written agreement of EUSA, which consent will not unreasonably be withheld.

1.3 Customary Pricing

In circumstances where the Host City Partners are required to make certain facilities and/or services available to EUSA or its designees, all such facilities and services shall be provided at rates which are reasonable and customary in the respective area.

2 Consideration

2.1 Entitlement to EUSA Services Fee

As consideration for awarding the Championship to the Host City Partners, EUSA is entitled to services fee (hereinafter "**EUSA Services Fee**"), consisting of the Attribution Fee and the Activity Fee as defined in this section 2.

The Host City Partners shall be responsible for the payment of any withholding or other taxes, customs, duties or governmental charges associated with the EUSA Services Fee. All payments

shall be made in full (i.e. without any deductions, such as taxes, customs, duties, governmental charges or transaction costs etc.) to the bank account specified by EUSA.

2.2 Attribution Fee

In order to promote the development of the world university sports movement and in consideration of the rights and licenses granted herein, the Host City Partners shall pay to EUSA an attribution fee in the amount of one million Euro (€ 1,000,000.00) net (hereinafter the "**Attribution Fee**"). The Attribution Fee shall be due and payable in full within 30 days of the signing of this Agreement (due date; hereinafter the "**Payment Date**").

Concurrently with the signing of this Agreement, the Host City Partners shall provide EUSA with an unconditional and irrevocable payment guarantee satisfactory to EUSA, substantially in the form as attached hereto as Exhibit 2.2, such guarantee to be issued by a first class bank, guaranteeing due and full payment of the Attribution Fee (hereinafter the "**Bank Guarantee**"). In case the Bank Guarantee is not issued and/or provided on time, EUSA shall be entitled to, at its sole and unencumbered discretion, withhold its signature to this Agreement and/or the award according to section 1.1 above.

If the Attribution Fee is not fully settled by the Payment Date, EUSA may at its sole and unencumbered discretion withdraw the award according to section 1.1 above.

The Attribution Fee shall not be refundable under any circumstances.

2.3 Activity Fee

In addition to the Attribution Fee, the Host City Partners shall also pay to EUSA an activity fee in the amount of fifteen Euro (€ 15) net per participant and per night (hereinafter "**Activity Fee**"). The Activity Fee is due for payment one (1) month after the closing date of the Games at the latest.

3 Marketing and EUSA Marks

3.1 EUG 2030 Property

The Organising Committee shall be responsible for the design of

- a) any trademark, trade name, service mark, mascot, emblem, slogan or designation that is designed or selected by the Organising Committee to represent or create an association with the Games that has been approved by EUSA;
- b) pictograms;
- c) poster designs;

- d) official publications;
- e) other graphic works;
- f) multi-media works; and
- g) any other tangible or intangible marketing asset that is designed or selected by the Organising Committee for the use in connection with the Games; (together hereinafter "**EUG Property**")

in each case related to the Games, in accordance with the terms of this Agreement provided that the design of any such EUG Property shall be subject to the prior approval of EUSA.

3.2 EUSA's Exclusive Ownership of the EUSA-Marks and EUG Intellectual Property

EUSA is the exclusive owner of all trademarks, trade name, service mark, emblem, slogan, designation of (or other indication of a relationship with) EUSA or the Games (hereinafter "**EUSA Marks**") and the EUG Property. The Host City Partners acknowledge, without limiting any provision of the EUSA Documents, that the Games, the EUSA Marks and the EUG Property are the exclusive property of EUSA, shall solely vest in and remain the full property of EUSA, and that EUSA owns all rights and data relating to their organisation, exploitation, broadcasting, recording, representation, marketing, reproduction, access and dissemination by any means or mechanism whatsoever, whether now existing or developed in the future. All authorised uses of the EUSA Marks and the EUG Property shall be made in strict conformity with the EUSA Documents.

3.3 Assignment of EUG Property etc.

Without limitation to anything in this Agreement, the Organising Committee hereby irrevocably and unconditionally assigns all copyright, registered and unregistered trademarks, service marks, design rights, database rights and all other rights whether now existing or hereafter arising including, without limitation, the right to bring or request legal proceedings to be brought under laws of unfair competition, passing off or false trade description, in:

- a) all EUG Property;
- b) subject to applicable laws, all customer lists, databases and other data created by or on behalf of the Organising Committee in connection with the Games including those relating to all EUG 2030 websites and other EUG 2030 digital platforms and to ticket and hospitality enquiries, applications and sales; and
- c) the URL for any EUG 2030 website or, if applicable, any other EUG 2030 digital platform and all content appearing on any EUG 2030 website and EUG 2030 digital platform,

in each case, to EUSA free of charge with full title guarantee by way of assignment of current and future copyrights and all other current and future intellectual property rights in perpetuity.

The Organising Committee shall (at its expense) execute all such further instruments and do all further things as EUSA may reasonably require in order to effect or register such assignment.

3.4 Grant of License

EUSA hereby grants to the Organising Committee a non-exclusive, non-transferable, subject to section 3.9 sub-licensable license to use and exploit the EUG Property and the EUSA Marks in connection with the planning, organisation, realisation, staging, marketing and promotion of the EUG 2030 as per this Agreement, the EUSA Documents and any other documents referenced in this Agreement. The Organising Committee acknowledges that, notwithstanding the license granted to the Organising Committee in this section 3.4, EUSA shall continue to use and exploit the EUSA Marks and the EUG Property on a global basis in connection with its rights and responsibilities in relation to the planning, organisation, realisation, staging, marketing and promotion of the EUG 2030 including by way of sub-license to third parties including EUSA members and EUSA Partners.

3.5 Use of EUG Property and EUSA Marks

The Organising Committee shall use, and cause all third parties to whom it grants any right to use, any EUG Property or EUSA Marks to use such EUG Property and EUSA Marks in strict compliance with, if applicable, the graphics manual, guidelines and instructions issued by EUSA. The Organising Committee shall procure that any use of the EUSA Marks and the EUG Property shall inure to the benefit of the Games and/or EUSA. The Organising Committee shall not be allowed to modify or alter the appearance of any of the EUSA Marks.

3.6 Intellectual Property Protection

The Organising Committee shall ensure (at its expense) that all EUG Property (for the avoidance of doubt, excluding any of the EUSA Marks), to the extent such EUG Property is registrable in the country, in which the City is located in, is properly protected in the name of EUSA through trademark and other applicable registrations in the country, in which the City is located in, in such classes as are agreed with EUSA and classes as the Organising Committee considers reasonably necessary for its purposes. For the avoidance of doubt, EUSA may (in its discretion and at its expense) elect to protect the EUG Property in its name through additional trademark and other registrations in and outside the country, in which the City is located in, in such classes, in each case, as it may consider necessary or desirable. In order to avoid unnecessary duplication and costs, the parties shall co-ordinate all registrations contemplated under this section 3.6.

3.7 Enforcement

For so long as the Organising Committee has the right to use the EUG Property, it shall, in consultation with EUSA, take (at its expense) all reasonable steps to defend and protect the EUG Property and to immediately stop any unauthorised use thereof. If EUSA notifies the Organising Committee of any such unauthorised use or if otherwise requested by EUSA, the Organising Committee shall consult in good faith with EUSA as to the appropriate response to any such unauthorised use.

3.8 Specific indemnification

Without limiting anything in this Agreement, the Organising Committee shall and does hereby agree to indemnify, defend and hold EUSA and its officers, directors, employees, agents and affiliates, and the EUSA Partners, harmless against any liability, loss, damage, cost or expense any of them may incur which is related to any allegation or third-party legal proceedings to the extent arising from or in connection with the use (including the grant of sub-licenses) or exploitation of any EUG Property and/or EUSA Marks by the Organising Committee or any third party to whom the Organising Committee grants any right to use any EUG Property or EUSA Marks.

3.9 EUSA Consent Required

Except as may be provided in a separate agreement, none of the Host City Partners will execute any contract or enter into any agreement pursuant to which marketing, sponsorship or similar rights, or the right to use any EUSA Marks or EUG Property, are granted, without the prior written consent of EUSA.

3.10 EUSA Partners

The Host City Partners acknowledge that EUSA may initiate and implement a sponsorship programme with third parties (hereinafter "**EUSA Partners**") in specific categories of goods and services as to which EUSA has signed an exclusive sponsorship agreement with a sponsor (hereinafter "**Protected Categories**"), and agree not to authorise or permit the advertisement or promotion of goods or services in the Protected Categories at or in connection with the Games. The Organising Committee will be required to use all good faith efforts to acquire products and services in the Protected Categories solely from the EUSA Partners. EUSA shall have the right to grant marketing rights and opportunities in relation to the Games to the EUSA Partners. EUSA will use all reasonable efforts to notify the Host City Partners of the identity of the EUSA Partners and the Protected Categories no later than July 14, 2029 (hereinafter "**EUSA Partners Notification Deadline**").

EUSA agrees that the Host City Partners of the Host City undertake activities to obtain sponsorship from third parties already prior to the EUSA Partners Notification Deadline. However, the conclusion of any agreement by the Host City Partners with such third parties shall require the prior consent of EUSA. In the absence of a declaration of consent or refusal of consent, within one month of the notification of the transfer of data in accordance with the preceding sentence, it will be deemed that EUSA granted implicit consent to the conclusion of such sponsorship agreement with third parties.

4 Accommodations and Catering

4.1 Participants

Accommodations and catering for competitors, team officials, team-provided referees or judges or other accredited team personnel (hereinafter "**Participants**") shall be established in accordance with the EUSA Documents. The Participants shall pay for all the services that need to be

provided by the Organising Committee in accordance with EUSA Documents at a rate not to exceed € 75 per Participant per night.

4.2 Officials

The Organising Committee shall arrange and pay for accommodations (room and board) for judges, referees and officials who are necessary in connection with the Games and who are not Participants (including EUSA officials up to 150 persons).

5 Transportation

5.1 To the Host Country

The Organising Committee shall not be responsible for travel expenses to and from appointed arrival point except for judges, referees and other officials who are not Participants.

5.2 Local

The Organising Committee shall be responsible for providing, at its expense, all necessary transportation between the airport, the venues, the accommodations and the hotels for all Participants and other accredited persons. Such local transportation shall include local transport, cars and drivers for EUSA on the basis described in the document Minimum Requirements (as set out in [Exhibit 5.2](#)). The Organising Committee has the right to select the type of transport for Participants.

6 EUSA Meetings

6.1 Before the Games

The Organising Committee shall host (i.e. provide local transportation, room and board and conference facilities) any and all meetings of the EUSA committees at its expense before the Games in accordance with then applicable hosting guidelines provided by EUSA.

6.2 During the Games

The Organising Committee shall assist EUSA in hosting meetings of the EUSA Executive Committee during the Games. Costs of such hosting meetings will be for the account of EUSA.

7 Planning and Reporting

7.1 Master Plan

No later than July 18, 2027, the Organising Committee will submit an organisation master plan (hereinafter "**Master Plan**"). Master Plan will be prepared under the auspices of EUSA. Following

approval of the Master Plan by EUSA, the Games shall be conducted in accordance with the Master Plan. The Organising Committee shall advise EUSA if at any time it becomes aware that it may not be possible to conduct the Games in accordance with the Master Plan.

7.2 Reporting

The Organising Committee will send a representative to meetings of the Executive Committee of EUSA to provide a report on the progress of the organisation of the Games. In addition, the Organising Committee shall submit to the EUSA Executive Committee the following information:

- a) The closing financial statement certified by an independent certified public accountant within six (6) months after the closing of the Games; and
- b) copies of quarterly management accounts prepared for review by the Organising Committee within one (1) month after the end of each quarter.

The Organising Committee shall also supply such other data to EUSA and give EUSA or its representative(s) such access to its records as EUSA may reasonably request in order for it to verify such information, subject to the reservation that this may not violate the provisions of applicable data protection laws. Without limiting the generality of the foregoing, EUSA shall have the right, at any time, to audit at its own costs, the accounts of the Organising Committee with respect to the planning, organising and staging of the Games.

8 EUSA Result Management System

In connection with the management of the sports results, the result management system will be provided by EUSA, by the deadline July 14, 2029 (hereinafter "**EUSA Result Management System**"). The Organising Committee shall be obliged to implement such EUSA Result Management System.

9 General Liability and Insurance

- a) The Organising Committee shall secure and maintain, at least six (6) months before the opening ceremony of the Games, and for six (6) months after the closing ceremony, at its expense, adequate liability insurance coverage, in respect of all risks to third parties, associated with the planning, organising and staging of the Games.
- b) The Organising Committee shall secure and maintain insurance policies with coverages, limits and carriers approved by EUSA and the Host City Partners.
- c) All insurance policies associated with the Games shall be underwritten with a well-known and solvent insurance company.

- d) EUSA shall be named as an additional insured party in all such policies.
- e) Notwithstanding the above affirmative insurance obligations, EUSA strongly advises the Organising Committee that particular attention should be made to the following risks/insurance covers and advise that such covers should be secured and maintained along with the affirmative requirements set forth in this section 9:
- Risk of construction: Where the Organising Committee is responsible for specific construction projects - if applicable;
 - Property damage cover: To protect financial consequences of any loss involving physical assets (devices and equipment) and properties of the Organising Committee;
 - Cancellation cover: To protect the Organising Committee's finances against any consequences of cancellation, abandonment, postponement, interruption, curtailment, relocation, etc. of all or part of the Games;
 - Personal accident cover: To protect any person who may assist the Organising Committee in connection with staging the Games, in particular Volunteers, against financial consequences of bodily injury.
 - Director and Officers liability: To protect director and officers of the Organising Committee against any wrongful acts, error, or omission in managing the Organising Committee.
 - Automobile fleet (if applicable): To protect against any losses related to automobile accidents in connection planning or staging the Games.
 - Crime, Fidelity (intended to cover the risks of ticketing, fraudulent use of E.D.P. systems or embezzlement of securities);
 - All other risks in connection with the Games for which the risk analysis made by the Organising Committee has identified a need for insurance coverage.

10 Indemnity

The Host City Partners (several and joint) and not EUSA shall be solely responsible for any liability, loss, cost or expense associated with preparation and organisation of the Games. The Host City Partners shall and do hereby agree to indemnify, defend and hold EUSA and its officers, directors, employees, agents and affiliates, and the EUSA Partners, harmless against any liability, loss, cost or expense any of them may incur which is related to the preparation, organisation and staging of the Games, including court costs and reasonable attorney's fees, except in case of wilful misconduct or gross negligence by EUSA or any EUSA Partners (and its officers,

directors, employees, agents and affiliates) and except for costs and expenses which EUSA has expressly agreed to pay in this Agreement or other documents in writing.

11 Games Knowledge Management

The Host City Partners undertake to share, free of charge, their knowledge, information, and expertise in relation to the planning, organising and staging of the Games with EUSA and other persons as designated by EUSA, including representatives of the Organising Committees for events subsequent to the Games.

12 Termination

EUSA shall be entitled to terminate this Agreement and to withdraw the Games from the City if:

- a) the country, or region, in which the City is located and/or the Games, or parts thereof, are planned to being held is at any time in a state of war, civil disorder, boycott, embargo decreed by the international community or in a situation officially recognized as one of belligerence or if EUSA has reasonable grounds to believe that the safety of participants in the Games would be seriously threatened or jeopardized;
- b) the Games, or parts thereof, cannot be conducted, or cannot be conducted without significant restrictions (as determined by EUSA in its sole discretion), due to a governmental decree or order of competent authority, including, but not limited to, such decrees or orders imposed to combat an epidemic or pandemic or to protect the public health, or if EUSA has reasonable grounds to believe that such decree(s) or order(s) may be enacted or be in force at the time the Games are planned to be held;
- c) restrictions on the entry into the country, or region, in which the City is located and/or the Games, or parts thereof, are planned to being held, for non-residents of such country, or region, are imposed by the relevant governmental authorities which would prevent a significant number (as determined by EUSA in its sole discretion) of Participants, judges, referees and/or other officials who are not Participants from entering into such country, or region, or would impose additional burden (including, but not limited to, mandatory quarantine or isolation; as determined by EUSA in its sole discretion) on them, or if EUSA has reasonable grounds to believe that such restrictions may be enacted or be in force at the time the Games are planned to be held; or
- d) there is a violation by the Organising Committee of any material obligation under this Agreement, provided that the Host City Partners have failed to remedy the violation after the Host City Partners have been requested twice by EUSA to remedy the violation, given each time 30 days' notice.

In case of withdrawal of the Games by EUSA, termination of this Agreement by EUSA for any reason as stated above, or any other termination of this Agreement, the Host City Partners hereby waive any claim and right to any form of indemnity, damages or other compensation and hereby undertake to indemnify and hold harmless EUSA, its officers, members, directors, employees, consultants, agents and other representatives, from any third party claims, actions or judgments in respect of such withdrawal or termination. It is the responsibility of the Organising Committee to notify all parties with whom it contracts of the content of this section.

13 Arbitration

Any dispute, controversy or claim arising out of or in relation to this Agreement will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration in force on the date when the notice of arbitration is submitted in accordance within those rules. The Panel will consist of three arbitrators. The language of the arbitration will be English.

14 Applicable Law

This Agreement shall exclusively be governed by, and construed in accordance with, the substantive laws of Switzerland without giving regard to its conflict of law principles.

15 Miscellaneous

15.1 Order of Precedence

In the event of a conflict between this Agreement and any of the EUSA Documents mentioned herein, the terms and conditions of this Agreement shall prevail. In the event of a conflict among the EUSA Documents, the most recent to be published shall have the higher priority. If and to the extent the EUSA Documents are amended by EUSA after the date hereof, the Host City Partners will honour and abide by the EUSA Documents as amended, provided that where such compliance creates a material hardship (e.g. significant increase of costs) for the Host City Partners, EUSA may, on a case-by-case basis and in its complete discretion following EUSA's receipt of a written request from one or more of the Host City Partners, waive compliance with one or more provisions of the amended EUSA Documents, which waiver will not unreasonably be withheld.

15.2 Notices

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been received when hand delivered, or sent by recognized commercial courier service addressed to the address of the parties stated above (or to such changed address as such party may have fixed by notice).

15.3 Integration

This Agreement, including all appendices, set forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between those parties relating to the subject matter hereof and thereof.

15.4 Exhibits

Except as otherwise set forth herein, all Exhibits identified in this Agreement and attached hereto are incorporated herein by reference and made a part hereof.

15.5 Confidentiality

Unless otherwise agreed in writing by the parties hereto, no party to this Agreement shall release, publish or otherwise distribute, nor authorize or permit any person or entity to release, publish or distribute, any information regarding (a) the financial arrangements included herein, (b) any non-public terms pursuant to this Agreement, or (c) any of the documentation or drafts of documentation among the parties, including but not limited to this Agreement, except as shall be required to perform obligations hereunder, enforce rights or remedies hereunder, or as may be required by law.

15.6 Severability

In the event that any provision of this Agreement, or the application of such provision to any party to this Agreement or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to party or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law

15.7 Amendments Only In Writing

This Agreement may not be amended, modified, altered or supplemented except by means of a written instrument executed by the parties hereto.

15.8 No Third Party Beneficiaries

This Agreement shall not inure to the benefit of any person not a party hereto and shall not be deemed to give any right or remedy to any third party (including, without limitation, any audit rights).

15.9 No Partnership

Nothing herein shall be deemed or construed to create a co-partnership or joint venture between EUSA and any other party to this Agreement.

[Remainder of Page Intentionally Left Blank]

European Universities Games: Attribution Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in as many copies as there are parties, in Aveiro, Portugal on the date first above written.

European University Sports Association

By:

Name: Adam Roczek

Title: President

By:

Name: Matjaž Pečovnik

Title: Secretary General

University of Granada

By:

Name: Pedro Mercado Pacheco

Title: Rector

List of Exhibits

- Exhibit 1.1 Accession Declaration Organising Committee
- Exhibit 1.2 Bidding Dossier
- Exhibit 2.2 Bank Guarantee
- Exhibit 5.2 Minimum Requirements

[Remainder of this page is intentionally left blank]

Exhibit 1.1 to the Attribution Agreement regarding the European Universities Games - Accession Declaration

To:

European University Sports Association,
c/o Akademischer Sportverband Zürich, ETH Zürich
Postfach
CH-8092 Zurich
Switzerland

Re: Accession Declaration

Dear Sirs,

[Name of the Organising Committee], a [company/association/foundation etc.] duly established under the laws of [country], [registered under the company number [•]], having its registered office at [address], being duly represented by [•] and [•], duly authorised for all purposes hereof, hereby declares (i) to fully accede to the Attribution Agreement regarding the European Universities Games in the [•], dated [•] (hereinafter "*Attribution Agreement*"), and (ii) to accept and assume all rights and obligations of the Attribution Agreement, in particular, without being limited, the rights and obligations assigned therein to the Organising Committee.

This Accession Declaration shall exclusively be governed by, and construed in accordance with, the substantive laws of Switzerland.

Place, date: _____

[Name of Organising Committee

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit 1.2 to the Attribution Agreement regarding the European Universities Games - Bidding Dossier

[See separate document attached hereto - remainder of this page is intentionally left blank]

Exhibit 2.2 to the Attribution Agreement regarding the European Universities Games – Bank Guarantee

European University Sports Association
c/o Akademischer Sportverband Zürich
ETH Zürich
8092 Zürich ETH-Zentrum
Switzerland

PAYMENT GUARANTEE no. _____

On _____ you concluded, or will conclude, an agreement with _____ (hereinafter the "Counterparty") with regard to the attribution of the 9th European Universities Games. The Counterparty's payment obligation of the attribution fee pursuant to the aforementioned agreement is to be secured by means of a bank guarantee.

We, (name of bank), (address of bank), (SWIFT code of bank), hereby irrevocably guarantee that we shall pay you, upon first request, irrespective of the validity and legal effect of the aforementioned agreement and waiving any objections or defense arising from the same, any amount up to a maximum of

EUR 1,000,000.00 (in words: one million Euro)

upon presentation of your duly signed demand for payment including a declaration from you that you have received no payment from the Counterparty upon maturity for the amount provided for by this guarantee.

Each payment made under this guarantee will have the effect of reducing our liability.

Your written demand for payment is to be presented to us via one of our correspondent banks, with confirmation from the latter that the signature(s) on the payment demand match the sample signature(s) lodged with it.

A claim may also be lodged via a duly encrypted SWIFT from one of our correspondent banks, provided it reproduces the complete wording of your demand for payment, and includes confirmation from the bank that it has forwarded the original demand for payment to us by regular mail or courier, and that the signature(s) on this original document match the specimen signature(s) lodged with it.

Our guarantee is valid until 31 December 2024 and will lapse automatically and entirely if no claims have been made against it by this date, irrespective of whether or not this date is a bank working day. Claims under the guarantee are deemed to have been lodged once we have received the demand for payment or the SWIFT at the above address.

This guarantee shall be governed by and construed in accordance with substantive Swiss law (i.e. excluding conflict-of-laws rules and regulations). Any conflict arising out of or in connection with this guarantee shall be subject to the exclusive jurisdiction of the courts of Zurich (ZH), Switzerland.

(signatures of authorized signatories of the bank)

**Exhibit 5.2 to the Attribution Agreement regarding the European Universities Games -
Minimum Requirements**

[See separate document attached hereto - remainder of this page is intentionally left blank]



Nº DC	FASE	ORG	FUNC	ECO	IMPORTE	TOTALDC	DESCRIPCIÓN DC	ASIENTO	USU
22600 - Gastos diversos									
2024000057544	2.00.091.1	3021610000	321B3	-22600	-560.000,00	-1.000.000,00	BAJA POR ANULACIÓN 2024-578B Financiación expediente crédito extraordinario EUSA	13/12/2024	CONTA7
					-560.000,00		22600 - Gastos diversos		
					Con. 226 -560.000,00				
					Art. 22 -560.000,00				
					Cap. 2 -560.000,00				
48000 - Becas y ayudas a estudiantes 1 y 2. ciclo									
2024000057544	2.00.091.1	3020200000	422D6	-48000	-440.000,00	-1.000.000,00	BAJA POR ANULACIÓN 2024-578B Financiación expediente crédito extraordinario EUSA	13/12/2024	CONTA7
					-440.000,00		48000 - Becas y ayudas a estudiantes 1 y 2. ciclo		
					Con. 480 -440.000,00				
					Art. 48 -440.000,00				
					Cap. 4 -440.000,00				
Total					-1.000.000,00				



					2.00.091.1	Total
Cap. 2	Art. 22	Con. 226	22600	321B3	-560.000,00	-560.000,00
				Total	-560.000,00	-560.000,00
			Total	-560.000,00	-560.000,00	
		Total	-560.000,00	-560.000,00		
Total					-560.000,00	-560.000,00
Cap. 4	Art. 48	Con. 480	48000	422D6	-440.000,00	-440.000,00
				Total	-440.000,00	-440.000,00
			Total	-440.000,00	-440.000,00	
		Total	-440.000,00	-440.000,00		
Total					-440.000,00	-440.000,00
Total					-1.000.000,00	-1.000.000,00



EUROPEAN UNIVERSITY SPORTS ASSOCIATION

University of Granada
Avda. del Hospicia, 18010 Granada
Spain
VAT ID: ES Q1818002F

Zürich, 13.05.2024

INVOICE ATTRIBUTION FEE EUG 2030

Nr.: ATF EUG 2030 - 019/2024

The Attribution Fee for EUG 2030 (European Universities Games 2030 – Granada / Spain) has been determined as of 1.000.000- EURO.

You are kindly requested to transfer the amount of

1.000.000,00 - €

to the following account:

Holder:	EUSA
Bank:	CREDIT SUISSE (Switzerland) Ltd.
Account Number (IBAN)	CH34 0483 5095 0533 7200 0
International Bank Code (BIC) / Swift Code:	CRESCHZZ80A
Clearing Number:	4835

Payable to: **ATF EUG 2030 - 019/2024**

You are reminded that EUSA should receive this payment net of/without any national or international charges.

We expect your payment till 20 May, 2024.

Best regards,

Matjaž Pečovnik,
Secretary General



EUROPEAN UNIVERSITY SPORTS ASSOCIATION



INFORME DE FISCALIZACIÓN
MODIFICACIONES PRESUPUESTARIAS
CRÉDITO EXTRAORDINARIO (EXP. 1/2024)

OFICINA DE CONTROL INTERNO

Dirigido a: SERVICIO DE CONTABILIDAD Y PRESUPUESTOS

CENTRO DE GASTO	FUNCIONAL/ECONÓMICA	CRÉDITO EXTRAORDINARIO
3020010002	321B / 226.00	1.000.000,00 €

En uso de las atribuciones que tiene conferidas la Oficina de Control Interno en base a lo establecido en el artículo 232 de los Estatutos de la UGR, aprobados por Decreto 231/2011, de 12 de julio, del Consejo de Gobierno de la Junta de Andalucía, (BOJA nº 147, de 28 de julio de 2011), y en desarrollo de las competencias asignadas en el Título VII de las Bases de Ejecución del Presupuesto de la Universidad de Granada para el ejercicio 2024, aprobadas por Consejo Social, con fecha 21 de diciembre de 2023, (BOJA n.º 2 de 03 de enero de 2024), se emite el presente **informe**.

La normativa que le es de aplicación a las modificaciones presupuestarias se encuentra regulada en el Capítulo II del Título IV de las Bases de Ejecución del Presupuesto de la Universidad de Granada, recogiendo en el art. 59.2 los medios que pueden usarse para financiar los créditos extraordinarios, no citándose expresamente esta fuente de financiación.

Los expedientes de modificaciones de crédito con consideración positiva de la Gerencia se someterán para su aprobación al órgano competente, con el previo informe de la Oficina de Control Interno. Dicho informe se referirá a la existencia y suficiencia, en su caso, de la financiación propuesta, los órganos competentes para su adopción, y aquellos otros extremos que se estimen pertinente analizar (art. 54.2 de las Bases de Ejecución del Presupuesto).

Dentro de los principios de autoorganización y de autonomía económica y financiera con que la Universidad de Granada elabora su presupuesto, bajo la aplicación del principio de entidad contable, y desde una interpretación de la normativa en vigor aplicable, se ha podido observar en el expediente que:

a. **La financiación del crédito extraordinario se realiza con otros créditos no comprometidos del presupuesto del ejercicio 2024 y de los que se ha realizado la baja correspondiente:**

- **302020000 Vicerrectorado de Estudiantes y Vida Universitaria, 422D - 480.00, con un importe de 440.000,00 €.**
- **302161000 Gastos Generales Inversiones, 321B / 226.00, con un importe de 560.000,00 €.**





UNIVERSIDAD
DE GRANADA

INFORME DE FISCALIZACIÓN
MODIFICACIONES PRESUPUESTARIAS
CRÉDITO EXTRAORDINARIO (EXP. 1/2024)

OFICINA DE CONTROL INTERNO

Dirigido a: SERVICIO DE CONTABILIDAD Y PRESUPUESTOS

- b. Se comprueba, por tanto, la existencia y suficiencia de la financiación propuesta para el gasto.
- c. Compete al Consejo de Gobierno la aprobación del expediente que se presenta.

RECOMENDACIONES

Se recomienda que en futuras Bases de Ejecución del Presupuesto o normativa al respecto se incluya la baja por anulación como medio de financiación de los créditos extraordinarios,

Firma (1): CELIA MARTÍNEZ GUERRERO
En calidad de: Directora de la Oficina de Control Interno UGR

Oficina de Control Interno | C/Sta. Lucía 8, Granada.
958 241529 | ofcontrolinterno@ugr.es | ofcontrolinterno.ugr.es



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Justificante de la operación

Orden de Transferencia

Fecha de la operación	14/05/2024
Tipo de transferencia	Transferencia ordinaria
Beneficiario	European University Sports Association
Cuenta destino (beneficiario)	CH3404835095053372000
Fecha de abono al beneficiario	14/05/2024
Ordenante	UNIVERSIDAD DE GRANADA TESORERIA
Cuenta origen (ordenante)	ES97 0182 **** * 4489
Importe	1.000.000,00 €
Comisión	0,00 €
Gastos de correo	0,00 €
Gastos de transmisión	0,00 €
Importe total	1.000.000,00 €
Concepto	ATF EUG 2030 019/2024
Referencia BBVA	24502610400720



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UNIVERSIDAD DE GRANADA

MEMORIA JUSTIFICATIVA DE CRÉDITO EXTRAORDINARIO, por importe de 1.000.000,00 euros, con cargo a baja de créditos

Las Bases de Ejecución del Presupuesto de la Universidad de Granada para el ejercicio 2024 disponen en su artículo 4 el marco normativo de la gestión económico-financiera de la institución, estableciéndose en el mismo lo siguiente:

“1. La elaboración, ejecución y liquidación del Presupuesto de la UGR, y en general su gestión económico-financiera y contable, se realizará de conformidad con las presentes Bases, así como con las disposiciones establecidas en la LOSU, en el Decreto Legislativo 1/2013, de 8 de enero, por el que se aprueba el Texto Refundido de la Ley Andaluza de Universidades, en adelante TRLAU, y los Estatutos de la Universidad.

2. Con carácter supletorio, será de aplicación el Texto Refundido de la Ley General de Hacienda Pública de la Junta de Andalucía (TRLGHPJA), con las necesarias adaptaciones orgánicas y procedimentales a la estructura universitaria, y lo establecido en la normativa estatal y autonómica en aquellas cuestiones que le sean de aplicación.”

Por otro lado, en el artículo 53 de las citadas Bases de Ejecución se dispone el régimen jurídico general de las modificaciones de los créditos iniciales, recogiendo en el mismo que *“La modificación de los créditos presupuestarios iniciales, se regulará por lo que establezca la Comunidad Autónoma de Andalucía en desarrollo de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario, por los Estatutos de la Universidad y por las presentes Bases, aplicándose supletoriamente la Ley del Presupuesto de la Comunidad Autónoma de Andalucía para el mismo ejercicio presupuestario y el Decreto Legislativo 1/2010, de 2 de marzo, por el que se aprueba el Texto Refundido de la Ley General de la Hacienda Pública de la Junta de Andalucía”.*

Entre las diversas clasificaciones que pueden realizarse de las modificaciones de crédito, indicar la que se realiza en virtud del principio de especialidad presupuestaria, regulado en el artículo 12 de las Bases de Ejecución del Presupuesto de la Universidad de Granada para el ejercicio 2024, en el que se indica que:

“Los créditos del estado de gastos se destinarán en exclusiva a la finalidad específica para la cual han sido autorizados en el Presupuesto inicial o en las posteriores modificaciones presupuestarias debidamente aprobadas conforme a estas Normas.”

Este principio es clave en la formulación del presupuesto, pero es necesario contemplar técnicas que permitan adaptar el presupuesto a las contingencias y circunstancias que se sucedan durante la ejecución presupuestaria. Las modificaciones presupuestarias posibilitan que la previsión inicial contenida en la aprobación del presupuesto pueda ajustarse a las circunstancias sobrevenidas durante el ejercicio, suponiendo una flexibilización del principio de especialidad presupuestaria.





UNIVERSIDAD DE GRANADA

Un crédito extraordinario financiado mediante una baja o anulación de crédito debe ser considerado como una excepción al principio de especialidad cualitativa de los créditos, puesto que la finalidad inicialmente asignada a un determinado crédito presupuestario puede ser alterada mediante el procedimiento presupuestario de modificación de crédito, siempre y cuando, antes de realizar un gasto para el que no exista la adecuada cobertura presupuestaria se acuda a un procedimiento de modificación de crédito que habilite el crédito adecuado y suficiente.

Justificación de la necesidad

El 20 de abril de 2024, en la ciudad de Aveiro se obtuvo la adjudicación a la Universidad de Granada de los 10º Juegos Europeos Universitarios EUSA Games, que tendrán lugar del 14 de julio de 2030 al 28 de julio de 2030. Los Juegos Europeos Universitarios “EUSA Games” serán organizados por la UGR, el Ayuntamiento de Granada y la Diputación Provincial y cuentan con el apoyo de la Junta de Andalucía y del Consejo Superior de Deportes. Estos Juegos se celebran cada dos años y están llamados a convertirse en un instrumento de difusión del quinto centenario de la institución universitaria y, en su caso, de la capitalidad cultural de la ciudad. Servirá también para dar a conocer, en ese momento, la cinco veces centenaria historia académica, social, cultural y deportiva de Granada a toda la comunidad universitaria y deportiva europea.

Los Juegos comenzarán el 14 de julio de 2030, exactamente un año antes de la celebración del quinto centenario de la UGR, constituida oficialmente el 14 de julio de 1531 a través de una cédula firmada ese día por el Papa Clemente VII. Comenzarán entonces unos días en los que el deporte universitario traerá a la ciudad a miles de visitantes, ya sean deportistas, equipos técnicos, familiares o representantes institucionales. Todo ello permitirá transmitir al mundo la capacidad de la ciudad y de la universidad en materia de infraestructuras deportivas, a la vez que servirá de promoción del turismo, generando impactos económicos positivos para la ciudad y su provincia.

Es un hecho que cada edición de los Juegos Europeos Universitarios “EUSA GAMES” supone un incremento del número de universidades participantes y, con ello, del número de atletas y oficiales que se desplazan hasta la ciudad de acogida. En la última edición, celebrada en Lodz (Polonia) en 2022, participaron 4459 personas, procedentes de 417 universidades de 37 países.

Esta atribución será además una fuente de ingresos para la Universidad de Granada que conseguirá un impacto positivo en nuestro presupuesto, por un lado a través de la obtención de patrocinios de empresas e instituciones interesadas en aportar fondos a cambio de la difusión de su patrocinio, que se estiman den un resultado financiero positivo, y por otro a través de la captación de subvenciones específicas para su preparación y desarrollo, como las que anualmente convoca el Consejo Superior de Deportes y para el que ya en este año 2024 hemos obtenido una importante subvención para nuevas instalaciones deportivas en el campus Fuentenueva. Además, y como resultado de esta atribución, durante la fase preparatoria la Universidad de Granada será anfitriona de numerosas competiciones deportivas nacionales y europeas.





UNIVERSIDAD DE GRANADA

La concesión para ser firme, exigía el pago de la Tarifa de Atribución (Attribution Fee for EUG 2030), por importe de un millón de euros (1.000.000,00 €), dentro de los 30 días siguientes a la firma del Acuerdo de Atribución. Dicho pago se realizó el 14/05/2024 mediante transferencia ordinaria a la European University Sports Association.

Al tratarse de un gasto inicialmente no presupuestado y dada la urgencia para abonar dentro de plazo la atribución exigida y dar así firmeza a la concesión de la adjudicación, se optó por anticipar el importe y su posterior regularización a través de modificación presupuestaria, utilizándose fondos no comprometidos en otras partidas presupuestarias.

Avanzado el ejercicio económico y determinados los créditos no comprometidos y para los cuales no se prevé compromisos de gasto por parte de sus responsables, el Vicerrectorado de Estudiantes y Vida Universitaria de que depende el Centro de Actividades Deportiva, organizador de los juegos EUSA, financia con créditos del programa de becas del Plan Propio una cuantía de 440.000,00 € correspondientes a créditos no comprometidos. Esta cantidad se complementa con 560.000,00 € del Vicerrectorado de Infraestructura y Sostenibilidad de crédito no comprometidos de capítulo 2.

En vista de lo expuesto anteriormente, se propone la siguiente aprobación del presente expediente de crédito extraordinario financiado con créditos que causan baja en los centros de gasto que se indican y alta en el centro de gasto del Centro de Actividades Deportivas.

Modificación presupuestaria propuesta:

	Orgánica	Funcional y económica	Importe
Crédito extraordinario	3020010002 "Juegos Europeos Universitarios EUSA"	321B / 226.10	1.000.000,00 €

Que será financiada con la baja de los créditos siguiente:

	Orgánica	Funcional y económica	Importe
Baja por anulación	3020200000 Vicerrectorado de Estudiantes y Vida Universitaria	422D / 480.00	440.000,00 €
Baja por anulación	3021610000 Gastos Generales Inversiones	321B / 226.00	560.000,00 €

Firma (1): - MIGUEL ÁNGEL GUARDIA LÓPEZ
En calidad de: GERENTE UGR

Gerencia | Avda. del Hospicio s/n, 18071, Granada
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UNIVERSIDAD DE GRANADA

Por todo lo expuesto anteriormente se somete el presente expediente de crédito extraordinario a su autorización y formalización en los términos de la propuesta.

EL GERENTE

Miguel Ángel Guardia López

Firma (1): - MIGUEL ÁNGEL GUARDIA LÓPEZ
En calidad de: GERENTE UGR

Gerencia | Avda. del Hospicio s/n, 18071, Granada
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