



AIFPRO
Division Europe

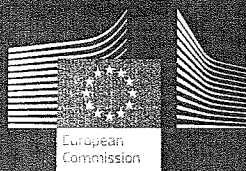


Agreement regarding the minimum requirements for standard player contracts
in the professional football sector in the European Union and in the rest of the
UEFA territory

Accord relatif aux exigences minimales requises pour les contrats types de
joueurs dans le secteur du football professionnel dans l'Union européenne et
sur le reste du territoire de l'UEFA

Vereinbarung betreffend Mindestanforderungen für Standardspielerverträge
im Profifussball in der Europäischen Union und dem restlichen UEFA-Territorium

19 April 2012



The Commission supports the European social dialogue in the professional football sector.

Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory

PARTIES

- The Union des Associations Européennes de Football having its registered office in Nyon (Switzerland) and its principal place of business in Nyon (Switzerland), hereafter referred to as "UEFA";
- The European Professional Football Leagues having its registered office in Nyon (Switzerland) and its principal place of business in Nyon (Switzerland), hereafter referred to as "EPFL";
- The European Club Association having its registered office in Nyon and its principal place of business in Nyon (Switzerland), hereafter referred to as "ECA";
- The Federation Internationale de Footballleurs Professionels Division Europe having its registered office in Brussels (Belgium) and its principal place of business in Hoofddorp (the Netherlands), hereafter referred to as "FIFPro Division Europe".

UEFA, EPFL, ECA and FIFPro Division Europe hereafter together referred to as: "Parties".

EPFL/ECA and FIFPro Division Europe hereafter together referred to as: "Social Partners".

Whereas

- a. The (associate) members of EPFL are national premier professional football leagues, major non-premier professional football leagues and associations of clubs in Europe which fulfil the relevant criteria as laid down in the constitution of the EPFL
- b. EPFL has 30 members and associate members at the moment of signing this Agreement, which members are listed in Annex 1;
- c. The members of ECA are clubs from all UEFA member associations, which have the best individual coefficient ranking(s) in their respective association, clubs that have obtained membership due to other sporting merits and clubs that play UEFA Champions League;
- d. ECA has 201 Members and Associated Members at the moment of signing this Agreement, which members are listed in Annex 2;
- e. The members of FIFPro Division Europe are national professional football players' associations in Europe;
- f. FIFPro Division Europe has 24 members at the moment of signing this Agreement, which members are listed in Annex 3;
- g. The parties recognise that FIFPro Division Europe is the representative of the players in any formal EU Social Dialogue regarding professional football players and clubs and that EPFL and the ECA are the representatives of the clubs in any formal EU Social Dialogue regarding professional football players and clubs.

- h. The European Commission has recognised the Social Partners as the European social partners in the European Union in the context of European social dialogue in accordance with *Commission Decision 98/500/EC of 20 May 1998 on the establishment of Sectoral Dialogue Committees promoting the Dialogue between the social partners at European level* based on Article 154 of the *Treaty on the Functioning of the European Union* (TFEU);
- i. UEFA is a party to this agreement in accordance with:
- (i) the *Professional Football Strategy Council agreement on (EU) social dialogue*, signed by all four parties dated 14 May 2008 (attached as Annex 5);
 - (ii) the *Rules of Procedure for the European Sectoral Social Dialogue Committee for the Professional Football Sector* (attached as Annex 4) (as regards the EU aspect of this agreement) where as governing body of European football UEFA is defined an "associate party";
 - (iii) its role as governing body of European football; and
 - (iv) the other relevant provisions of this Agreement.
- j. The *European Professional Football Player Contract Minimum Requirements* (hereafter referred to as "MRSPC") have been developed by a working group between UEFA, FIFPro and EPFL and have been sent to the members of UEFA by circular no. 032 dated 18 May 2007;
- k. The Parties agreed to transform the MRSPC in to a European autonomous agreement in the framework of the European Social Dialogue Committee in the Professional Football Sector.
- l. The Parties regard this agreement as an outcome of collective bargaining at European level between the Social Partners. The Parties, as agreed upon in the "Objectives" of the Work Programme 2008-2009 of the European Social Dialogue in the Professional Football Sector, "will promote and develop the concept of the European Professional Football Player Contract Minimum Requirements throughout the European Union Member States" and the rest of the UEFA Territory.
- m. The provisions of the EU Treaties, the *Charter of Fundamental Rights of the European Union*, and secondary EU law apply to professional football players' contracts without prejudice to more stringent and/or more specific provisions contained in this agreement. The Parties commit to further elaborate provisions regulating the employment relationship in the professional football sector, taking into account its specific nature, in future agreements. Where appropriate, agreements on matters falling into the scope of Article 153 of the TFEU may be submitted to the Commission for adoption by Council decision in line with the procedure laid down in Article 155 of the TFEU.
- n. The Parties state, represent and warrant that they each have the competence to conclude this Agreement.

Have agreed as follows

ARTICLE 1 Objective

The objective of this Agreement is the establishment on minimum requirements for professional football player contracts in Europe.

ARTICLE 2 Definitions

In this Agreement the following terms will have the following meaning.

2.1 Agreement

This agreement including all annexes.

2.2 Club

A professional football club which participates in one of the professional football competitions/leagues mentioned in Annex 6.

2.3 Player

A professional football player who is being employed by a Club on the basis of a Contract.

2.4 Contract

The employment contract between a Player and a Club.

2.5 Territory

All the countries in which a member of UEFA is domiciled.

ARTICLE 3 The contract

- 3.1 The Contract must be in writing, duly signed by the Club and the Player with the necessary legal binding power of signature. It also includes indications with regard to place and date of when the Contract was duly signed. In the case of a minor the parent/guardian must also sign the Contract.
- 3.2 The Club and the Player each (must) receive a copy of the Contract and one copy has to be forwarded to the professional league and/or national association for registration according to the provisions of the competent football body.
- 3.3 The Contract states the name, surname, birth date, nationality(-ies) as well as the full address of the residency of the Player (only an individual person). In the case of a minor the parent/guardian must also be mentioned accordingly.
- 3.4 The Contract states the full legal name of the Club (incl. register number) and its full address as well as the name, surname and address of the person who is legally representing the Club. A Contract can only be concluded by a Club and its legal entity. Such entity is defined according to the national club licensing manual/regulations as license applicant. It must be a direct or indirect member of the national football association and/or professional league and be duly registered. Any other legal entity may not conclude such a Contract without the prior written consent of the competent national football body.

3.5 The Contract defines a clear starting date (day/month/year) as well as the ending date (day/month/year). Furthermore it defines the equal rights of Club and Player to negotiate an extension and/or a termination of the Contract earlier. Any early termination must be founded (just cause). In cases of prolonged periods of injury/illness or of permanent incapacity of the Player, the Club may serve a reasonable notice to the Player. Reference is made to the *FIFA Regulations for the Status and Transfer of Players*.

3.6 Regarding article 3.5 of the Agreement the Parties agree that the national implementation should define the equal rights of Club and Player to negotiate an extension and/or a termination of the Contract earlier in accordance with the legal framework as established by collective bargaining agreements, labour law, common law and case law at the national and international level.

3.7 If applicable, it must also indicate further persons involved in the negotiations or conclusion of the Contract (e.g. parent/guardian of a minor, name of a legal representative of the Player, a licensed players' agent, interpreter).

ARTICLE 4

Definitions of the contract

4.1 The Contract consists of terms and definitions, which are duly explained.

4.2 Terms not expressly defined in the Contract have meanings consistent with the definition of such terms in FIFA's and UEFA's statutes and regulations, as amended from time to time.

ARTICLE 5

Relationship

5.1 The Contract regulates an employment contract for a professional player. The national legislation of the country where the Club is duly registered applies, if another legislation is not explicitly otherwise agreed. National labour law may provide mandatory provisions, which cannot be amended by the Player and the Club and have to be taken into account.

5.2 The Contract must contain all rights and duties between the Player and the Club. No further contract should cover the employment relationship between the Player and the Club. If another contract exists or is signed at a later stage then the parties are obliged to refer to this Contract or to any subsequent employment agreement. Any additional contract related to the Contract must be sent to the professional league and/or the national association as elaborated in Article 3.2.

5.3 The Club employs the Player as a professional football player on the terms set out in the Contract.

5.4 The Contract shall be governed by the law chosen by the Club and the Player. Such a choice may not, however, have the result of depriving the Player of the protection afforded to him by provisions that cannot be derogated from by agreement under the law of the state where the Club is established.

ARTICLE 6

Obligations club

6.1 The Contract defines the Club's obligations towards the Player in conformity with this Article.

- 6.2** The Contract defines all the Club's financial obligations such as, for example:
- (a) Salary (regular; monthly, weekly, performance based);
 - (b) Other financial benefits (bonuses, experience reward, international appearances);
 - (c) Other benefits (Non-financial ones such as car, accommodation, etc.);
 - (d) Medical and health insurance for accident and illness (as mandatory by law) and payment of salary during incapacity (definition to be determined including its consequences with regard to salaries paid);
 - (e) Pension fund/social security costs (as mandatory by law or collective bargaining agreement);
 - (f) Reimbursements for expenses incurred by the Player.
- 6.3** The Contract must define the currency, the amount, the due date for each amount (e.g. by the end of each month) and the manner of payment (cash, transfer on bank account etc.).
- 6.4** The Contract also regulates the financial impact in case of major changes of revenue of the Club (e.g. promotion/relegation).
- 6.5** The *Council Directive 94/33/EC of 22 June 1994* on the protection of young people at work applies. The Contract ensures that every youth player involved in its youth development programme has the possibility to follow mandatory school education in accordance with national law and that no youth player involved in its youth development programme is prevented from continuing their non-football education. This may also apply to prepare a second career after football (retirement).
- 6.6** The Club and the Player agree on the payment of taxes according to national legislation.
- 6.7** The Contract defines the paid leave (holidays). The minimum is four weeks in each 12-month period. Periods of paid leave must be agreed by the Club in advance and must be taken outside the regular football season. It has to be ensured that at least two weeks are taken consecutively. The Contract defines the length of the player's normal working day or week.
- 6.8** The Contract includes provisions for protection of human rights (e.g. right of free expression of the player) and the non-discrimination against the Player.
- 6.9** The Contract explains the health and safety policy of the Club, which includes the mandatory insurance coverage for the Player for illness and accident and regular medical/dental examination as well as medical/dental treatment with qualified personnel during football duties. It also covers anti-doping prevention. The *Council Directive 89/391/EEC* applies, in particular provisions on risk assessment, preventive measures, as well as information, consultation, participation and training of players.
- 6.10** The Contract also regulates the keeping of proper records on injury (incl. those incurred on national team duty) whilst respecting confidentiality. If law does not provide otherwise, as a principle the records on injury are kept by the responsible team doctor.

ARTICLE 7 Obligations player

- 7.1** The Contract defines the Player's obligations towards the Club in conformity with this Article.
- 7.2** The Contract defines all the Player's obligations to fulfil vis-à-vis the Club:
- (a) To play matches to the best of his best ability, when selected;

- (b) To participate in training and match preparation according to the instructions of his superior (e.g. head coach);
- (c) To maintain a healthy lifestyle and high standard of fitness;
- (d) To comply with and act in accordance with Club officials' instructions (reasonable; e.g. to reside where suitable for the Club);
- (e) To attend events of the Club (sporting but also commercial ones);
- (f) To obey Club rules (including, where applicable, Club disciplinary regulations, duly notified to him before signing the Contract);
- (g) To behave in a sporting manner towards people involved in matches, training sessions, to learn and observe the laws of the game and to accept decisions by match officials;
- (h) To abstain from participating in other football activities, other activities or potentially dangerous activities not prior approved by the Club and which are not covered by Clubs' insurance;
- (i) To take care of the property of the Club and to return it after termination of the Contract;
- (j) To immediately notify the Club in case of illness or accident and to not undergo any medical treatment without prior information to the Club's doctor (except in emergencies) and to provide a medical certificate of incapacity;
- (k) To undergo regularly medical examination and medical treatment upon request of the Club's doctor;
- (l) To comply with the terms of any association, league, player's union and/or club anti-discrimination policy;
- (m) Not to bring the Club or football into disrepute (e.g. media statements);
- (n) Not to gamble or undertake other related activities within football.

7.3 The Player and Club agree on the payment of taxes according to national legislation.

7.4 The Player has a right of a second opinion by an independent medical specialist if he contests the opinion of the Club's specialist. If there are still differing opinions, the Player and the Club agree on accepting an independent third opinion, which will be binding.

ARTICLE 8 Image rights

- 8.1** The Club and the Player have to agree how the Players' image rights are exploited.
- 8.2** As a recommendation and principle the individual player may exploit his rights by himself (if not conflicting with Clubs' sponsors/partners) whilst the Club may exploit the Players' image rights as part of the whole squad.

ARTICLE 9 Loan

- 9.1** The Club and the Player must both agree with regard to a loan to another Club, which must comply with the relevant applicable football regulations.

ARTICLE 10 Player discipline and grievance

- 10.1** The Club establishes in writing appropriate internal disciplinary rules with sanctions/penalties and the necessary procedures, which the Player abides by. The Club has to explain such rules to the Player.
- 10.2** The Club fixes these rules and procedures as well as the sanctions including fines according to local agreement and standards.

10.3 If the Player violates any of the obligations to which he is subject under the Contract, the Club may impose a range of penalties, depending on the severity of the offence, according to these disciplinary regulations.

10.4 The Player has a right to appeal and the right to be accompanied/represented by the Club captain or a union representative.

ARTICLE 11

Anti-doping

11.1 The Player and the Club comply with all relevant anti-doping regulations.

11.2 Doping is forbidden. Anyone who administers illegal substances or encourages doping in any way will be referred to the disciplinary bodies of the national association or the international governing bodies as appropriate.

11.3 The Club retains the right to also take any other measures against the Player found guilty of doping practices, whilst taking into account the principle of individual case management.

ARTICLE 12

Dispute resolution

12.1 The Contract fixes the process for disputes between the Player and the Club on issues not covered by the Contract.

12.2 Subject to national legislation and national collective bargaining agreements any dispute between the Club and the Player regarding the Contract shall be submitted to independent and impartial arbitration composed of equal representatives of each party (employer and employee) under the national association's statutes and regulations, or to CAS, where no national arbitration process which is deemed to be final applies. Such decisions are final.

Under the conditions mentioned in the *FIFA Regulations for the Status and Transfer of Players*, disputes may be settled by the Dispute Resolution Chamber, with an appeal possibility to CAS.

[Important remark: Labour issues are covered by national law and in certain countries arbitration on labour disputes is not allowed.]

ARTICLE 13

Football regulations

13.1 The Football Regulations are the statutes, regulations and decisions of FIFA, UEFA, the national association and, where existing, the professional league.

13.2 The Club and the Player must comply with the statutes, regulations and decisions of FIFA, UEFA, the national association as well as the professional league (if existing) which form an integral part of the Contract – the Player and the Club acknowledge this through their signature.

13.3 The Club and the Player acknowledge that the above-mentioned Football Regulations may change from time to time.

ARTICLE 14

Collective bargaining agreements

14.1 The Club and the Player must comply with the national collective bargaining agreement if duly agreed by the national organisations representing employers and employees and the Club and the Player acknowledge this through their signature of the Contract.

14.2 The Club has, for example, to respect minimum wages for the Player if agreed in the national collective bargaining agreement.

ARTICLE 15

Final provisions of contract

- 15.1** The Club and Player have to finalize the content of following final provisions
- (a) The applicable law;
 - (b) The jurisdiction;
 - (c) The authoritative version if the Contract is translated (if more than one language);
 - (d) The confidentiality of the duly signed Contract (unless divulgation is required by national law or football regulations);
 - (e) The invalidity of a single clause does not affect the remaining part of the Contract;
 - (f) Interpretation of contractual clauses has to be fixed (e.g. who is responsible?);
 - (g) The number of copies of the Contract produced and to whom they are distributed;
 - (h) Definition of the annexes, which are an integral part of the Contract and distributed to the Player;
 - (i) Any amendments, additions or deletions of the Contract are only valid if agreed in writing.
- 15.2** The Player and the Club agree on all relevant annexes (applicable and duly signed by both of them):
- Annexes:
- Club rules (including, where applicable, Club Disciplinary Regulations).
 - Football Regulations.

ARTICLE 16

Anti-racism and discrimination

- 16.1** The Clubs and the Player shall contractually commit to act against racism and other discriminatory acts in football.

ARTICLE 17

More favorable provisions

- 17.1** The Clubs and Players as well as the members of the Social Partners have the right to agree provisions deviating from this Agreement for the benefit of the Players. This can be done both in a national collective bargaining agreement and in an individual Contract.
- 17.2** Insofar as the Clubs and Players or the members of the Social Partners have agreed or agree employment conditions which deviate from the provisions contained in this Agreement in a manner favourable for the Player those favourable employment conditions remain in force.
- 17.3** The Agreement cannot in any circumstances undermine the collective or individual benefits of the Player vested prior to its entry into force.

ARTICLE 18

Implementation and enforcement

- 18.1** In the context of article 155 of the TFEU, this Agreement commits the Parties to use best endeavours to ensure the implementation at national level where possible, using the most appropriate legal instruments as determined by the relevant parties at national level in the European Union and the rest of the Territory. The aforementioned is without prejudice to the principle of subsidiarity, including but not limited to national legislation, existing collective bargaining agreements, standard contracts and club players contracts. The implementation of this Agreement shall take into account the applicable legal environment on sporting labour law and shall be in accordance with the procedures and practices specific to management and labour in the European Union Member States and in the remaining countries of the Territory.

18.2 Implementation of the Agreement will follow only after it has been approved and/or ratified by the appropriate Organs of the Parties (i.e. General Assembly, Congress etc.). The respective approval/ratification procedures for the Parties are set out in Annex 7.

18.3 This Agreement commits all Parties to use best endeavours to ensure its implementation in the rest of the Territory in accordance with Annex 8.

18.4 Any disagreement concerning the implementation process at national level must be resolved by negotiations at national level involving, where appropriate, input from the Contact Committee. The Contact Committee shall comprise 2 representatives from FIFpro Division Europe; 1 representative from the EPFL; 1 representative from the ECA and 1 representative from UEFA. The members of the Contact Committee shall be drawn from the Steering Committee of the European Social Dialogue Committee. The task of the Contact Committee is to assist the parties at national level to achieve effective implementation of this Agreement.

18.5 Member organisations will report on the implementation of this Agreement to the European Social Dialogue Committee. Annex 8 contains detailed provisions on reporting.

18.6 Implementation of this Agreement does not constitute valid grounds to reduce the level of employment conditions established at national level for Players, e.g. as established in national collective bargaining agreements or in individual Contracts.

ARTICLE 19

Complete agreement and revision

19.1 The Parties acknowledge that this Agreement constitutes the complete agreement of the Parties in relation to the Agreement and the subject matter of the Agreement. A Party may not vary the terms of this Agreement without obtaining the prior written approval of the other Parties.

19.2 The Parties can change the terms of this Agreement by negotiations within the framework of the European Social Dialogue Committee.

19.3 This Agreement shall not prejudice the right of the parties at national level to conclude agreements adapting and/or complementing the provisions of this Agreement in order to take into account exceptional circumstances. Such changes must be approved by the Steering Committee of the European Social Dialogue Committee with a view to guaranteeing the coherent implementation of the Agreement in the Territory.

ARTICLE 20

Length of agreement

20.1 This Agreement shall take effect from the signing date, being after the approval and/or ratification of the text by all appropriate Organs of the Parties and shall remain in force for four years. The Agreement will expire without any further notice.

20.2 The Parties have the obligation to negotiate a renewal of this Agreement in good faith according to the Rules of Procedure. These negotiations have to start at the latest one year before the expiry of the Agreement. The Parties shall make best endeavours to have a new agreement for a new period to be signed three months prior to its expiry.

ARTICLE 21 Role of UEFA

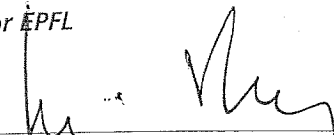
21.1 UEFA, as the governing body of European Football, has a seat in the Social Dialogue Committee as an associate party defined in the *Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector*.

21.2 The Professional Football Strategy Council of UEFA will work together with the Social Dialogue Committee in accordance with the *Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector*.

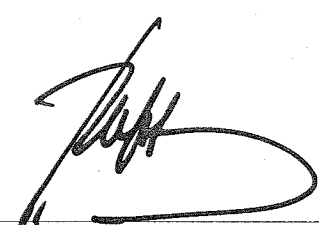
Signatures

Thus drawn up and signed in Brussels, 19 April 2012

For EPFL



Frédéric Thiriez
Deputy-Chairman of the EPFL and
Vice-Chairman of the ESD Committee



Emanuel Macedo de Medeiros
CEO

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Philippe Piat
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Karl-Heinz Rummenigge
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Michel Platini
President



Gianni Infantino
General Secretary

