**PROFESSIONAL FOOTBALL PLAYER CONTRACT**

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| --- | --- |
| Date |  |
| Place |  |

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| **Club** | Name:  Address:  Register number:  Representative: |
| **Player** | Name:  Personal ID code:  Citizenship(s): |
| **Legal representative of Player** | Name: |
| **Club’s intermediary (if any)** | Name: |
| **Player’s intermediary (if any)** | Name: |

1. **DEFINITIONS IN THE CONTRACT**

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| Club | A legal person whose management and control the natural person (Player) adheres to and who pays the Player for football-related activities. |
| Contract | Contract of a professional football Player (hereinafter referred to as Contract) concluded between the Club and the Player. Labour law of the Republic of Estonia or local and international football regulations apply to relationships not regulated with the Contract. |
| EFA | Estonian Football Association. |
| FIFA | *Fédération Internationale de Football Association* or the International Federation of Association Football. |
| Intermediary | A natural or legal person who for fee or free of charge represents:   * a Player and/or Club in negotiations with a view to concluding an employment contract of a professional football Player; * Clubs in negotiations with a view to concluding a transfer agreement.   The activities of intermediaries are regulated by the Regulations of working with intermediaries issued by EFA. |
| Liability and contract of a professional football Player | The contract between the Player and the football Club, providing the rights and obligations of parties and terms of terminating the contract. |
| Loan | Agreement between clubs for Player registration from one club to another for the predetermined period of time. |
| Parties or party | A Club and a Player jointly or separately. |
| Professional football Player | A professional (hereinafter referred to as Player) who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs.  In these regulations, the use of the masculine form refers equally to the feminine. |
| Transfer of a Player | Registration of a Player from one Club to another Club. |
| UEFA | *Union des Associations Européennes de Football* or the Union of European Football Associations. |

1.1 The meanings of terms not directly defined in the Contract are determined in the Statutes of association and regulations of FIFA and UEFA. These regulations may be amended from time to time.

Taking into account the sports-centred specificity of the Club and the resulting characteristics of the Player’s work; the fact that the relationship between the Player and the Club is regulated, in addition to this Contract, other documents of the Club which are binding for the Player, and law of the Republic of Estonia, also by the Statutes of association, regulations, procedures, directives of FIFA, UEFA and EFA and by other documents which have legal meaning for the parties of the Contract, in the extent that they do not conflict with the current law of the Republic of Estonia; the parties have concluded the Contract in the following terms and conditions:

1. **EFFECTIVE TERM OF CONTRACT**
   1. The Player commence work on: (*exact date*).
   2. The Contract has been concluded for a specified term and shall expire on: (*exact date*). Concluding an employment contract for a specified term is provided by the FIFA Regulations on the Status and Transfer of Players.
   3. The Player and the Club have equal right to enter negotiations for extending the Contract by notifying the other party of this in writing at least one (1) month before the date of expiry of the Contract in advance.
2. **DESCRIPTION OF WORK**
   1. The Player is employed as a professional football Player in the terms and conditions provided in the Contract.
   2. The main tasks of the Player are participating in the Club´s training process and participating in matches on behalf of the Club.
   3. The location of performing the work tasks is (*location*).
   4. Work tasks are provided by and their performance is supervised by the (head) coach.
   5. Loaning the Player shall be agreed on the basis of a written agreement upon the consent of both parties on the basis of applicable football regulations.
3. **WORKING TIME**
   1. The Player will commence full-time employment. The duration of the working time on the basis of cumulated working hours is forty (40) hours per week on the basis of a schedule during a three-month accounting period.
   2. The start and end of working hours and the basis for calculating working hours are provided in the work procedures established by the Club.
4. **WAGES, INSURANCE AND OTHER FEES**
   1. The monthly **gross wages** of the Player are ***number with words*** (**number**) minimum wage valid in the Republic of Estonia **OR** *sum with words* euros (*number* €).
   2. The monthly **sports subsidy** paid pursuant to and in accordance with the Sport Act is **sum with words** euros (**number** €) net. The Parties confirm that prior to the entry into force of the Contract, they are satisfied that the Club is entitled to pay sport subsidy to the Player and that the Player has not entered into any contract with any club or organisation (except for Estonian FA) or has not concluded other arrangements to receive sport scholarship or sport subsidy for the duration of the Professional Player Contract.
   3. Wages are paid once (1) a month on the *number* th day of the month following the month of work to the bank account which the Player has informed the Club about. Sports subsidy is paid once (1) a month on the *number* th day of the current month to the bank account which the Player has informed the Club about.
   4. The Club may pay the Player a bonus for example depending on the match result; taking part in the matches and quality of work of the football Player; taking part in international matches; in the case of large changes in the Club’s revenue (e.g. qualifying for a next round) etc. The management of the Club decides on paying bonuses at its own discretion.
   5. The Club and the Player agree on the compensation of non-monetary benefits as follows:
      1. *use of a car;*
      2. *compensation for accommodation;*
      3. *other, if any;*
   6. The Club pays statutory taxes for non-monetary benefits provided in clause 5.4.
   7. The Club ensures that the Player is paid contractual wages during a period of injury.
   8. The Club insures the Player for accidents during the entire contractual period, the person entitled to receive insurance benefits is the Club.
   9. The Club withholds statutory taxes and payments from wages agreed upon in clause 5.1 of the Contract and pays these for the Player pursuant to the law. In addition, the Club pays social tax pursuant to the law from the gross amount. The amount and type of taxes and payments withheld by the Club and payable for the Player may change if relevant laws change.
5. **HOLIDAY**
   1. The annual holiday of the Player is twenty eight (28) calendar days per year.
   2. The Player’s holiday takes place outside of the football season, wherein at least fourteen (14) calendar days of holiday shall be used consecutively.
   3. The holiday schedule is compiled and approved with the Player pursuant to current law.
6. **OBLIGATIONS OF THE CLUB**
7. The Club is obligated to:
   * 1. pay the Player wages and other fees pursuant to clause 5 of the Contract, incl. during a period of representing the national team;
     2. insure the Player against accidents pursuant to clause 5 of the Contract;
     3. keep a record of the Player’s injuries (incl. injuries received in the national team) and process data as confidential. The Club appoints a responsible person for keeping records of the Player’s injuries;
     4. bear documented costs of medication, treatment and rehabilitation procedures deemed necessary by the Club’s doctor;
     5. ensure that the Player has the uniform and equipment necessary for training and matches;
     6. adhere to provisions of protecting human rights (incl. taking into account the Player’s rights to express themselves freely) and avoid discrimination of the Player.
     7. *in the case of a Contract concluded with a youth Player, ensure his right to continue education unrelated to football;*
     8. upon mutual agreement, enable the Player to prepare for career following football-related activities in the form of acquiring a profession;
     9. if possible, commence negotiations and make its best efforts to facilitate transfer of the Player to another football Club if this promotes the Player’s career as a football Player and conforms to the Club’s interests;
     10. establish written internal rules of the Club (which includes work procedures, occupational health and safety rules, disciplinary rules with sanctions, etc.) and introduce these to the Player in an understandable manner before signing the Contract. The rules must regulate the terms and conditions for the mandatory health and accident insurance of the Player and conducting regular health inspections by qualified staff. Occupational health and safety rules must also describe risk assessment, preventive measures, as well as providing information and consulting, the Player’s participation in trainings, prevention of using doping, etc.;
     11. adhere to Statutes of association, regulations, directives of EFA, FIFA and UEFA and decisions adopted on their basis and in conformity with them. The Club is aware that documents which regulate football may amended from time to time.
8. **OBLIGATIONS OF THE PLAYER**
   1. The Player is obligated to:
      1. participate in all matches, trainings, training camps and meetings scheduled and/or ordered by the coach or Club, incl. perform all instructions of the coach and do his best when participating in a match;
      2. wear training or match kit issued to the Player at the time established by the Club;
      3. maintain a healthy lifestyle and high standard of fitness;
      4. not appear in a public place under the influence of alcohol, narcotic or toxic substances;
      5. comply with and act in accordance with the Club officials´ instructions;
      6. attend in football promotion events established by the Club (sports, social and advertising events, meetings);
      7. obey work procedure documents approved by the Club and introduced to the Player against signature, incl. but not limited to, disciplinary rules and the declaration of tolerance;
      8. behave in a sporting manner towards people involved in matches and trainings, learn, observe and follow the Laws of the Game, adhere to and accept decisions of officials involved in the match;
      9. abstain from participating in other activities related to football and/or other possible dangerous activities which the Club has not previously approved and which the Club has not covered with insurance;
      10. undergo regularly medical examination and medical treatment required by the Club, incl. adhere to the provided treatment;
      11. immediately inform the Club of an accident or illness and not to undergo any medical treatment before the Player has informed the Club´s doctor (except in case of emergencies) and provide a medical certificate in the case of incapacity for work;
      12. upon disagreeing with the opinion of the Club´s doctor, Player has a right to a second opinion of another independent medical expert. If the opinions of the Club’s doctor and the medical expert differ, the Club and the Player will agree with the opinion of a third independent medical expert, whose opinion will remain binding for the parties;
      13. take care of the property of the Club and to return it after termination of the Contract;
      14. protect the Club’s reputation in contact with media and football prospects and avoid any declarations which damage the interests of the Club;
      15. at his initiative and immediately inform the coach or official of the Club of all circumstances which have become known to him and which violate or may significantly violate the interests or reputation of the Club, and immediately notify the coach or official of the Club of all possible circumstances which may influence the preservation and condition of assets handed into the Player’s possession;
      16. not start transfer negotiations with another football Club without notifying the Club, except if the Contract concluded between the Club and the Player expires within six months;
      17. not participate in another football Club in any manner (as a Player, consultant, coach, owner etc.) without the written consent of the Club;
      18. not participate in football organisations forbidden by FIFA and/or UEFA;
      19. adhere to Statutes of association, regulations, directives of EFA, FIFA and UEFA and decisions adopted on their basis and in conformity with them. The Player is aware that documents which regulate football may amended from time to time.
9. **DOPING**
   1. The Player and the Club obey to current rules concerning doping.
   2. Doping is the use of substances and methods which are in the prohibited list regulated by the EFA Disciplinary Regulation. The parties are aware that the use of doping is forbidden.
   3. The Club has the right to terminate the Contract with a Player who has been convicted of the use of doping, based on the principle of viewing each case separately.
10. **GAMBLING AND MATCH-FIXING**
    1. The Player and the Club shall comply all documents of EFA and other international football organisations concerning gambling and match-fixing.
    2. The parties agree not to take part directly or indirectly for personal gain or the gain of third persons in betting or in similar activities in betting for the result or process of the match at competitions of EFA or organised by EFA, in which their team or the team of a person close to them is taking place. Gain in the meaning of this clause is financial as well as any other gain.
    3. The parties agree not to influence or attempt to influence directly or indirectly with any direct or indirect activities the course of the match and/or previously fix the result of the match or competition (fixed match result) regardless of whether the goal of the person is to receive personal gain (proprietary or non-proprietary); create the opportunity of gain for a third person or for any reason causing such behaviour. Gain in the meaning of this clause is financial as well as any other gain, incl. non-proprietary gain;
    4. The Player confirms that he will notify the Club, EFA and/or the police voluntarily and immediately of any proposal made to them to influence the course and/or result of a match or competition (who, where, when and with what proposal approached the Player, etc.), incl. is aware that upon failure to notify, the Player is deemed an accomplice/participant in the offence.
11. **ADVERTISING AND REPRESENTATION RIGHTS**
    1. The Player must participate in marketing events established by the Club which have the purpose of promoting and advertising the football Club;
    2. The Player must wear the outfit established by the Club at advertising events;
    3. At an event provided in clause 11.1, the Player shall demonstrate his commitment to the Club and to act his best to increase the Club’s reputation.
    4. The fee for the Players´ participation in an event provided in clause 11.1 is contained in the fee established in clause 5.1 of the Contract, unless the parties agree otherwise.
    5. The Player grants the Club the right to use and authorise third persons to use photographs of the Player and audiovisual and visual materials prepared for the Player (including the Player’s name, relevant statistics, data and images) together with the Club’s name, badge and Player shirt (incl. advertisements of shirt sponsors and equipment manufacturers) for non-commercial purposes for promoting football and other reasonable purposes established by the Club free of charge.
    6. The Player must not conclude an individual advertising Contract or participate as a Player in an advertising event without the mediation or written consent of the Club.
12. **DISCIPLINARY RULES**
    1. The Club prepares internal Disciplinary Rules, describing the rules for Players’ behaviour, procedures, and sanctions in the case of violations. The Club must present the internal Disciplinary Rules to the Player in an understandable manner against signature.
    2. If the Player violates any contractual obligation, the Club may establish sanctions or a selection of sanctions on the basis of the established disciplinary rules, taking into account the severity of the violation.
    3. The Player has the right to contest the violation pursuant to the law.
13. **LIABILITY**
    1. The Player bears full liability for all assets entrusted to him by the Club on the basis of a written agreement according to Employment Contracts Act.
    2. Player must return all such assets to the Club on the day of terminating the Contract unless the parties have agreed otherwise.
    3. In case of the Player´s failure to return the assets specified in clause 13.2 above, the Player has to compensate the Club for in the amount of their current residual value up to XXX€ (ex. 2000€) but not under amount than XXX€ (ex. 200€).
14. **EXPIRY, SUSPENSION AND TERMINATION OF THE CONTRACT**
    1. The Contract expires upon the expiry of its term.
    2. The Player and the Club have equal right to enter negotiations on the extraordinary cancellation of the Contract. The Contract entered into for specified term may only becancelled extraordinary for just cause.
    3. The Contract is terminated between parties prematurely on the basis established in the Employment Contracts Act of the Republic of Estonia.
    4. The Club has the right to terminate the Contract extraordinarily for reasons caused by the Player if the Player violates the duties established in clauses: 8.1.13, 8.1.14, 8.1.16, 9 and 10 and 11.6 of the Contract, or pursuant to § 88 of the Employment Contracts Act of the Republic of Estonia or pursuant to relevant articles of the procedures regulating the status and transfers of Players by EFA.
    5. The Player has the right to terminate the Contract extraordinarily for reasons caused by the Club pursuant to § 91 of the Employment Contracts Act of the Republic of Estonia or pursuant to relevant articles of the procedures regulating the status and transfers of Players by EFA.
    6. In the case of a lasting injury, disease or permanent incapacity for work which according to the decision of medical doctor precludes the Player to continue working as a professional Player, the Club may terminate the employment Contract by notifying the Player of this at least 2 (two) months in advance. If the Player does not agree with the Doctor´s decision, the procedure described in article 8.1.12 will be followed.
15. **PROCEDURE FOR RESOLVING DISPUTES**
    1. Disputes between the Player and the Club are resolved with negotiations. If an agreement cannot be reached, then clauses 15.2-15.4 of this Contract are taken as basis for resolving the dispute.
    2. The Player and the Club must comply with the procedure for resolving disputes provided in the Statutes of association, the procedure regulating the status and transfers of Players, and other documents of EFA in all football-related disputes arising from the Contract and/or the annexes thereto.
    3. For a final (last instance) resolution regarding the disputed issues as well as regarding football-related disputes within Estonia which EFA is not competent to resolve, the parties undertake not to file with a regular court, but to forward the issue for resolution to an independent and impartial football court of arbitration founded under Estonian law and operating in Estonia, and to accept the decision of the court of arbitration as final and undertake to perform it unconditionally.
    4. Disputes arising between the Player and the Club from labour law are resolved with negotiations on the basis of this Contract, annexes to the Contract, documents regulating work procedure, other Club documents which extend to the Player. If an agreement is not reached, then the disputes are resolved pursuant to the law of the Republic of Estonia.
16. **INTERMEDIARY**
    1. Neither party used the services of an intermediary when concluding this Contract **OR** the Contract has been concluded with the use of an intermediary whose name, signature and contact information are provided in the signature section of the Contract.
    2. The party who used the services of an intermediary to conclude the Contract must present the confirmation of the intermediary and other documents to the EFA on the basis of the EFA document “Regulations for working with intermediaries” within 14 days from concluding the Contract at the latest.
17. **FINAL PROVISIONS**
    1. The parties agree that the following apply to the Contract: acts of the Republic of Estonia which regulate labour law, Statutes of association, directives, regulations of FIFA, UEFA and EFA, and other documents which regulate football.
    2. The parties agree that if the Contract is translated, the Contract in Estonian remains the original version.
    3. The parties agree that the Contract and all annexes thereto are confidential and are not to be disclosed to third persons in whole or in part without the written consent of the other party, except if the disclosure is required by the law, or documents which regulate football.
    4. Invalidity of any provision of the Contract does not influence the validity, lawfulness or applicability of other provisions of the Contract.
    5. If the Club and the Player interpret contractual provisions concerning football differently, then EFA is responsible for interpretation. Upon differing interpretations of contractual provisions concerning employment, the parties must be guided by Article 15 of the Contract.
    6. The Contract has been concluded in 3 identical counterparts, one of which is received by the Player, another by the Club and the third by EFA.
    7. List of annexes which are an integral part of the Contract and handed to the Player:
       1. *Annex 1 (if applicable);*
       2. *Annex 2 (if applicable);*
       3. *Annex 3 (if applicable).*
    8. The Contract, amendments and additions to the Contract or annulment of parts of the contract are only valid when signed by the parties.
    9. The Contract and the annexes thereto are registered in EFA by the Club within 14 calendar days from the signing of the Contract or the annexes thereto at the latest.
    10. The following documents concerning the organisation of work have been presented to the Player of the Club in an understandable manner and against signature of the Player regarding review of the documents:
        1. *Club´s internal rules;*
        2. *Declaration of tolerance and programme of action;*
        3. *Other documents.*

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| **CLUB:**  *Name of representative:*  Name of Club:  Address:  Telephone:  Fax:  E-mail:  Signature: | **PLAYER:**  *Name:*  Address:  Telephone:  E-mail:  Bank account:  Signature: | **THIRD PARTY:**  *Name :*  Address:  Telephone:  E-mail:  Signature: |
| Date of signature: | Date of signature: | Date of signature: |