

TO THE MEMBERS OF FIFA

Circular no. 1171

Zurich, 24 November 2008
SG/mav/mku

Professional Football Player Contract Minimum Requirements

Dear Sir or Madam,

We are pleased to inform you that the FIFA Executive Committee at its last meeting held on 24 October 2008, discussed the importance of having a minimum standard across the world for the employment relationship of professional football players.

In this respect, please find enclosed the document covering the minimum requirements for contracts of professional football players as supported by the FIFA Executive Committee.

These minimum requirements for contracts of professional players are guidelines with the aim to cover the most important and essential rights and duties of both contractual parties (professional players and clubs). Therefore, the enclosed document is a minimum standard and should be the basis for further discussions within your association and the parties concerned.

Although it is finally up to the parties (clubs and players) or their representative organisations to agree on a final wording for the collective bargaining agreement or each individual player's contract, as applicable, we encourage all our members to ensure that all the minimum requirements as supported by the FIFA Executive Committee are regulated and agreed as a minimum.

Please do not hesitate to contact us if you have any questions in this connection.

We thank you for taking note and your valuable cooperation.

Yours faithfully,
FIFA



Jérôme Valcke
Secretary General

cc: FIFA Executive Committee
Players' Status Committee
Dispute Resolution Chamber
Confederations
FIFPro
Enc. as mentioned

Professional Football Player Contract Minimum Requirements

Introduction

Minimum requirements for a professional football players' contract content, which needs to be negotiated and finalised by both parties i.e. the Club and the Player.

Both parties have to take the following into account for the finalisation of each contract:

- (a) National legislation and in particular any mandatory provisions;
- (b) Collective Bargaining Agreements (CBA), if applicable;
- (c) The "Football Regulations" of FIFA, including the Code of Ethics, the Confederations, the Member Associations and Professional Leagues (if applicable), which are the Statutes, Regulations and Decisions of these bodies (including in particular the FIFA Regulations on the Status and Transfer of Players).

1 The agreement and parties

- 1.1 The contract must be in writing, duly signed by both parties 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.
- 1.2 Each signatory party must receive a copy of the contract and one copy has to be forwarded to the Professional League and/or Member Association for registration according to the provisions of the competent football body.
- 1.3 The agreement 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.
- 1.4 The agreement 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 professional football player contract can only be concluded by a football 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 player contract without the prior written consent of the competent national football body and/or FIFA.
- 1.5 The agreement 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 extend and/or to terminate the agreement earlier. Any unilateral early termination must be founded (just cause). Reference is made to the FIFA Regulations on the Status and Transfer of Players.
- 1.6 If applicable, it must also indicate further persons involved in the negotiations or conclusion of that contract (e.g. parent/guardian of a minor, name of a legal representative of the Player, a licensed Players' agent, Interpreter).

2 Definitions

- 2.1 The agreement consists of terms and definitions, which are duly explained.
- 2.2 Terms not expressly defined in this agreement have meanings consistent with the definition of such terms in FIFA's and Confederations' statutes and regulations, including the FIFA Code of Ethics, as amended from time to time.

3 Relationship

- 3.1 The agreement 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 otherwise agreed. National labour law may provide mandatory provisions, which cannot be amended by the parties and have to be taken into account.
- 3.2 The employment contract must contain all rights and duties between the signatory parties (employer and employee). No further contract should cover the legal relationship between the two parties. If another agreement exists or is signed at a later stage then the parties are obliged to refer to this agreement or to any subsequent employment agreement. Any additional agreement related to the labour contract must be sent to the Professional League and/or the Member Association as elaborated in §1.2.
- 3.2 The Club employs the Player as a professional football player on the terms set out in this agreement.

4 Club's obligations

- 4.1 The agreement defines the Club's obligations towards the Player as follows:
- 4.2 The agreement 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 CBA);
 - (f) Reimbursements for expenses incurred by the Player.
- 4.3 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.).
- 4.4 The contract also regulates the financial impact in case of major changes of revenue of the club (e.g. promotion/relegation).
- 4.5 For young players, the contract ensures that the Player has a right to continue his (non-football) education (mandatory school). This may also apply to prepare a second career after football (retirement).
- 4.6 The Club and the Player agree on the payment of taxes according to national legislation (cf. 5.4 below; who is paying what and when.)
- 4.7 The contract defines the paid leave (holidays).
- 4.8 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.
- 4.9 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.

- 4.10 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.
- 4.11 The Club respects the Statutes, Regulations, including the Code of Ethics, and Decisions of FIFA, Confederation, the Member Association and, where applicable, the Professional League.

5 Player's obligations

- 5.1 The agreement defines the Player's obligations towards the Club as follows:
- 5.2 The agreement 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 Club's 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.
- 5.3 The Player adheres to the Statutes, Regulations, including the Code of Ethics, and Decisions of FIFA, Confederation, the Member Association and, where applicable, the Professional League.
- 5.4 The Player and Club agree on the payment of taxes according to national legislation (cf. 4.6 above).
- 5.5 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 parties agree on accepting an independent third opinion, which will be binding.

6 Image rights

- 6.1 The Club and the Player have to agree how the player's image rights are exploited, if applicable.
- 6.2 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 a group and/or the whole squad.

7 Loan

- 7.1 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.

8 Player discipline and grievance

- 8.1 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.
- 8.2 The club fixes these rules and procedures as well as the sanctions including fines according to local agreement and standards.
- 8.3 If the player violates any of the obligations to which he is subject under the agreement, the club may impose a range of penalties, depending on the severity of the offence, according to these disciplinary regulations.
- 8.4 The player has a right to appeal and the right to be accompanied/represented by the club captain or a union representative.

9 Anti-doping

- 9.1 The Player and the Club comply with all relevant Anti-Doping Regulations of the football bodies.
- 9.2 Doping is the use of substances on the list of prohibited substances and the use of banned methods with the relevant doping list.
- 9.3 Doping is forbidden. Anyone who administers illegal substances or encourages doping in any way will be referred to the Disciplinary bodies of the Member Association or the international governing bodies as appropriate.
- 9.4 The Club retains the right to also take any other measures against the Player found guilty of doping practices, whilst taking into account of the principle of individual case management.

10 Dispute resolution

- 10.1 The agreement fixes the process for disputes between the parties on issues not covered by the contract.
- 10.2 Subject to national legislation any dispute between the Club and the Player regarding this employment contract shall be submitted to independent and impartial arbitration composed of equal representatives of each party (employer and employee) under the Member Association's statutes and regulations, or to CAS. Such decisions are final. Under the conditions mentioned in the FIFA Regulations on 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.]

11 Football Regulations

- 11.1 The Football Regulations are the Statutes, Regulations including the Code of Ethics, and Decisions of FIFA, Confederation, the Member Association and, where applicable, the Professional League.
- 11.2 The Club and the Player must comply with the Statutes, Regulations including the Code of Ethics, and Decisions of FIFA, Confederations, the Member Association as well as the Professional League (if applicable) which form an integral part of this agreement – the parties acknowledge this through their signature.
- 11.3 The Club and the Player acknowledge that the above-mentioned Football Regulations may change from time to time.

12 Collective Bargaining Agreement

- 12.1 The Club and the Player must comply with the Collective Bargaining Agreement if duly agreed by the employers and employees and acknowledge that through their signature.
- 12.2 The Club has, for example, to respect minimum wages for the Player if agreed in the CBA.

13 Final provisions

- 13.1 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 this agreement produced and to whom they are distributed;
 - (h) Definition of the annexes, which are an integral part of this agreement and distributed to the Player;
 - (i) Any amendments, additions or deletions of this agreement are only valid if agreed in writing.
- 13.2 The parties agree on all relevant Annexes (applicable and duly signed by both parties):

Annexes:

- Club rules (including, where applicable, Club Disciplinary Regulations)
- Football Regulations