**SAMPLE CONTRACT OF EMPLOYMENT**

**PROFESSIONAL FOOTBALL PLAYER**

Agreement entered into this day the \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

There appear on this contract:

Of the first part,

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, respectively President, Secretary and Treasurer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Football Club, for and on behalf of the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Football Club, having its address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and registered as a Member Club with the Malta Football Association, hereinafter referred to as ‘the **Club**”;

And of the second part;

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a professional football player, born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date of birth], bearing [Nationality] [passport / id] number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having his residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as ‘the **player**’.

And by virtue of this contract, the parties are hereby agreeing the following:

**1. Term**

* 1. This contract shall be valid for [number in words] [number in figures] football seasons and shall come into effect on [date of coming into effect] and terminate naturally on the [date of natural termination of agreement];
  2. For the duration of this Contract the player shall be employed with the Club as a [full-time / part-time] professional football player;
  3. *Other Clauses (if applicable)…such as options to extend, options to terminate beforehand etc.*

**2. Remuneration & Bonuses**

* 1. In remuneration for his services the Club shall pay the player monthly salary of [Number in Words] Euros [gross / net of all taxes] at the end of each month. Such remuneration shall be paid by means of [cheque /bank transfer].

*However, the Club and the player agree that he shall be paid for his services by the Club throughout the competitive football season, and therefore the first day which shall be calculated for salary is to be the first day in which the player starts training with the Club in a particular season, and the last day shall be the day in which the Club plays the last competitive match of the MFA football season. (NOT COMPULSORY).*

CHOOSE ONE OF THE FOLLOWING:

* 1. The Club and the player hereby agree that all taxes due by the player to the Inland Revenue Department and any national insurance contributions due arising out of this Contract shall be paid by the Club, on behalf of the player. The player hereby authorises the Club to deduct from his monthly salary payment that amount which is due by the player to the national tax authorities and make such payment on his behalf.

OR

2.2 The Club and the player hereby agree that all taxes due by the player to the Inland Revenue Department and any national insurance contributions arising out of this Contract shall be paid exclusively by the player.

* 1. The Club shall grant to the player vacation leave according to Maltese law. However, the parties agree that the player may not avail himself of vacation leave in the period of the season during which the Club is taking part in a competition of the Malta Football Association and/or UEFA.
  2. The Player may exploit his individual rights if these do not conflict with the Club’s sponsors and/or partners, whilst the Club may exploit the Player’s image rights as part of the whole squad. [*unless agreed otherwise*]

*2.5 Enter any signing-on fee or bonus (if applicable)*

*2.6 Enter any other benefit (if applicable)*

*2.7 Other Clauses (if applicable)*

**3. Injury and Unilateral Termination**

3.1 This Contract shall not be subject to the attainment of the positive result of any medical test undergone by the player.

3.2 The Club may not unilaterally terminate this Contract for reason of the player having sustained an injury whilst providing football services for the Club or to his FIFA-recognised national team.

3.3 The Club shall be fully responsible for the timely and proper diagnostics and full treatment of all injuries sustained by the player whilst providing football services to the Club and or the National Team. Other injuries sustained by the Player shall only be considered at the sole discretion of the Club.

3.4 The parties hereby agree that in the eventuality that the player suffers an injury during the term of this Contract, whilst either providing football services to the Club, or to his FIFA-recognised national team, and such injury entails a recovery period of more than six (6) months, as confirmed by a specialised doctor chosen by the Club, then the Club shall have the obligation to pay to the player his salary for those six (6) months, and shall not be under an obligation to pay the player his salary for the period in excess of such six (6) months until the player reports for training again.

3.5 The player has a right to a second opinion by an independent medical specialist if he contests the opinion of the Club’s specialist in the case of an injury which could be deemed as one which could potentially jeopardise or significantly impact the Player’s career as a footballer. If there are still differing opinions, the Player and the Club shall agree on accepting an independent third opinion, which will be binding.

3.6 This Contract may be terminated either upon the expiry of its natural termination, by mutual agreement between the parties, or unilaterally by one of the parties for reasons of just cause or sporting just cause according to the regulations of the Malta Football Association and/or FIFA.

3.7 Should just cause or sporting just cause exist for the premature unilateral termination of this Contract, then such party claiming just cause or sporting just cause shall file a complaint with the Complaints Board of the Malta Football Association claiming such just cause or sporting just cause. This Contract shall be deemed terminated only upon the publication of a decision of the competent Malta Football Association judicial body decreeing such termination.

[OPTIONAL]

3.9 *The parties hereby agree that the Club shall give a full and unconditional release to the player at the end of this Contract, without any obligation on the part of the player to pay any compensation or indemnification to the Club.*

**4. Obligations of the parties**

4.1 The player shall report for training and for football matches whenever requested to do so by the Club, and shall carry out his duties as a football player.

4.2 The player hereby accepts and shall be contractually bound to all regulations of the Malta Football Association, UEFA and FIFA.

4.3 The player shall abide to the internal regulations which the Club may issue from time to time. A copy of these regulations is attached to this contract. The parties declare that the Club has explained, and the player has understood, the Club’s disciplinary regulations including the sanctions that may be inflicted on the player for the breach of such regulations. *[Club regulations are to be annexed and signed by both parties]*

4.4 The player shall purport himself in a gentlemanly manner with Club officials, coaching staff, players, match officials and other MFA officials and employees, at all times.

4.5 In the performance of his duties with the Club, the player shall refrain from any action that may harm the interest of the Club, whether directly or indirectly and at all times. This includes, but is not limited to, avoiding the excessive consumption of alcohol and avoiding staying out till late hours in bars, clubs and other entertainment premises. The Club will deal with the repeated infringement of this sub-article as a just cause for the unilateral termination of this Contract.

4.6 The player is directly accountable to his Coach, and shall accept all decisions taken by the Coach with utmost respect and maturity.

4.7 The player shall never, under any circumstances, engage in activities or be found in breach of any laws of Malta or regulations of FIFA, UEFA or the MFA, in relation to the manipulation of football matches, the direct or indirect betting on all football competitions of the MFA, international matches of UEFA or FIFA in which a Maltese national team is involved, matches from UEFA club competitions in which a Maltese team is involved, any other match in which a team of the Club is involved, or the use of substances found on the prohibited list of the World Anti-Doping Agency. This shall include also the breach of duty on the player to report any knowledge of match-fixing cases in the said laws and regulations. The infringement of this sub-article will be treated as a just cause for the unilateral termination of this Contract.

4.8 The player shall not absent himself from carrying out his duties without the express consent of the Club.

4.10 In case of illness the player shall produce a medical certificate issued by the Club’s doctor, or a doctor indicated to the player by the Club, within twenty-four (24) hours of his return to training.

4.11 The player shall obey all instructions given to him by the Club in relation to injuries, diagnostics, treatments and rehabilitation procedures.

4.12 The player shall endeavour to have as much as is reasonably possible the best relations with the media. However, the player shall refrain from giving comments to the Press, Radio or TV which may harm the Club or any of its officials, the Coach and his staff, any MFA Member Club and/or MFA official or employee, any player, any match official or coach. Furthermore, the player shall not give any comments or interviews either to the Media as a whole or to a particular section of the media or to a particular journalist when expressly prohibited to do so by the Club.

4.13 Both the Club and the Player shall commit themselves to act against racism and other discriminatory acts in football.

4.14 The player shall always behave in a sporting manner towards people involved in matches and training sessions, learn and observe the laws of the game, and to accept decisions by match officials.

4.15 The player shall 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 the Club’s insurance.

4.16 The player shall take care of the property of the Club and return it after termination of the Contract.

*4.17 Any other obligation of the player or the club (if applicable). Examples include:*

4.18 Whenever the player infringes any sub-article in this Article 4, then the Club shall have the right to take disciplinary action against the player, provided that the Club grants the player a fair hearing prior to exercising such right, even if disciplinary action has already been or is later taken by the Malta Football Association, UEFA or FIFA.

**5. Operative Dispositions**

[CHOOSE]

5.1 The parties declare that Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a registered intermediary according to FIFA regulations, has acted as an intermediary for the player in the negotiations leading to this Contract. The parties agree that intermediary’s fee shall be of [Number in words] [Number in figures] and shall be borne by the [Club / Player]

OR

5.1 The parties declare that no intermediaries were involved in the negotiations leading to this Contract.

5.2 The Club declares that it shall file an original copy of this Contract with the Malta Football Association within fourteen (14) days from the signing of the Contract according to MFA Regulations.

5.3 No alterations may be made to this Contract unless by written agreement between the parties. Such alterations will be valid only upon the filing of such new Contract between the Club and the player with the Malta Football Association, within fourteen (14) days from the signing of such Contract according to MFA regulations.

5.4 The parties agree that this Contract is subject to the regulations of the Malta Football Association, UEFA and FIFA.

5.5 The parties agree in the case of any dispute between the parties arises out of this Contract, the parties shall first try to settle the dispute in an amicable manner. If such amicable solution is not found, then the aggrieved party shall file a complaint with the competent board of the Malta Football Association to decide on such dispute, which shall have exclusive jurisdiction over the matter, unless the player is not a Maltese player, in which case the aggrieved party shall have the right to submit the dispute to the competent bodies of FIFA.

5.6 This Contract is being signed in triplicate original. One original is being retained by the player, one original by the Club, whereas the other original is to be filed with the Malta Football Association.

5.7 The parties declare that the contract being signed is the only one that governs the rights and duties between the Player and the Club and that there shall be no further contract regulating the employment relationship between the Player and the Club.

5.8 This Contract is being initialed in each page and signed by all signatories as an attestation that all parties have read and understood the contents of this Contract, and are fully aware of the implications arising out of this Contract and the regulations of the Malta Football Association, UEFA and FIFA.

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Mr. Mr.

President Player

[Name of Club] [Identity Card / Passport Number]

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Mr. Mr.

Secretary Registered Intermediary

[Name of Club] [MFA Registration Number]

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Mr.

Treasurer

[Name of Club]