(SPECIMEN)

**CONTRACT FOR PROFESSIONAL PURSUANCE OF SPORT**

*Under Article 35 et seq. of Act no. 440/2015 Coll. on Sports and amendments to other legislation.*

*as amended*

*(hereinafter “Sports Act“).*

between the following Contract Parties

1. **Sports organization**

**Name/business name:**

**Registered office:**

**ID number in the Sports IS:**

**ID no.:**

**Tax registration no.:**

**VAT ID no.:**

**Bank account:**

**Incorporated in [•]**

**Registration number:**

**Person authorized to act on behalf of the Club**

**Name and surname:**

**Permanent residence:**

**Position:**

(hereinafter “Club“)

1. **Sportsman**

**Name and surname:**

**Permanent residence/temporary residence:**

**Date of birth:**

**Birth number:**

**Nationality:**

**Bank account:**

(hereinafter “Sportsman“)

(hereinafter jointly as “Contracting Parties”)

(hereinafter "Contract")

The Contract has been registered by the competent authority of Slovak Football Association on: ...............................

Under the number:...............................

The Contracting Parties have agreed to conclude this Contract under the following conditions:

**Article I**

**Fundamental provisions**

1. **This Contract is concluded for a limited term from [•] to [•].[[1]](#footnote-1)**
2. **This Contract shall enter into force on [•].[[2]](#footnote-2)**
3. **Type of Sport, which the Sportsman pursues in accordance with this Contract: Football/Soccer (hereinafter "Sport").**
4. **The Sportsman's wage for the pursuance of Sport totals [•] € brutto.**
5. **The Sportsman undertakes to begin to pursue Sport under the conditions set out in this Contract on [•].**
6. **The Club is obliged to submit the Contract for registration into the ISSF within 30 days of its conclusion for the purpose of keeping the Contract in the Central Register of Contracts maintained by the SFA Registrar's Office.**
7. **The place of regular pursuance of Sport for the purpose of refunds of travel expenses or foreign business travel is [•].**
8. **The Club team, in which the Sportsman performs his/her sports activities for the Club under the Contract, is the team operating within the Club as [•] if not provided otherwise, or no other agreement is made by the Contracting Parties.**
9. **The Club is member of the following national sports association: Slovak Football Association (hereinafter "Association").**

**Article II**

**Subject of Contract**

The Subject of this Contract is the Sportsman's commitment to pursue Sport for a fee and in person on behalf of the Club under the conditions herein, and the Club's commitment is to pay the Sportsman his wage and other performance specified in this Contract.

**Article III**

**Pursuance of Sport**

1. The pursuance of Sport by the Sportsman under this Contract shall include:
2. Pursuance of Sport at football matches,
3. Pursuance of Sport during the trainings, training camps and football preparation,
4. Sporting activities necessary for maintaining athletic performance.

(hereinafter “Pursuance of Sport“).

**Article IV**

**Wage and wage conditions**

1. The Club undertakes to pay the Sportsman his wage for the pursuance of Sport under this Contract in the amount referred to in Article I(4).
2. In addition to the wage, the Sportsman is entitled to the reimbursement of other costs that arise to the Sportsman in connection with the pursuance of Sport, and these costs are further specified in Annex. 2 to this Contract.

**Alternatives:**

 Reimbursement of expenses for the pursuance of Sport at a place other than the place referred to in Article I(7) herein shall not be provided to the Sportsman.

1. The wage is payable in monthly arrears for the previous month by the 20th [[3]](#footnote-3)day of the following calendar month at the latest.
2. The wage is paid by a wire transfer to the Sportsman's bank account in the preamble of this Contract. The wage is considered to be paid on the day the funds are credited to the Sportsman's account.

**Article V**

**Rights and Duties of the Contracting Parties**

The Contracting Parties agree to the rights and duties of the Contracting Parties in Annex. 1 to this Contract.

**Article VI**

**The conditions of use and exploitation of Sportsman's personality rights**

1. The Sportsman grants the Club his approval to use his personality rights within the meaning of Article 11 et seq., Act No. 40/1964 Coll. Civil Code, as amended, in particular to draw up, use and disseminate his likeness, images, video and audio recordings relating to his person, or capturing his speech, in particular in connection with the pursuance of Sport under this Contract, participation in commercial events organized by the Club or by third persons in connection with the Club’s activities, either independently or within the Club team.
2. The Club undertakes to use and exploit the Sportsman's personality rights referred to in paragraph 1 of this Article to inform the public about the activities of the Club, promote the Club and the competition it participates in, and in the commercial activities of the Club.
3. The Club shall ensure that the use of Sportsman’s personality rights under paragraph 1 of this Article shall not be detrimental to his reputation or denigrate him in any way.
4. The Sportsman gives his consent under paragraph 1 and 2 of this Article free of charge/for a fee (\*state the amount) and without any counterclaim, which the Club is granted in connection with the Sportsman's personality rights pursuant to paragraph 1 of this Article.

**Article VII**

**Leave**

1. The Sportsman is entitled to a leave of [•] calendar days.
2. The Sportsman shall use his leave based on the decision of the Club. The date of the leave shall be agreed in advance and it may be used only during the breaks in the competition the Club is involved in, unless the Contracting Parties agree otherwise. The leave shall be governed by Article 44 of the Sports Act.
3. The Club is committed to enable the Sportsman to use his leave in the length of [•] consecutive calendar days.
4. The Club is entitled to shorten the Sportsman’s leave by [•] calendar day/calendar days for each unjustified lost training, competition match or any unjustified absence at an event, which he should have attended as instructed by the Club.
5. The Club is entitled to shorten the Sportsman's leave by [•] calendar days for the period of his temporary incapacity, if [•].

**Article VIII**

**XI. Termination of contractual relationship**

1. The contractual relationship based on this Contract shall cease:
2. By expiry of the contract term,
3. By Sportsman's death or declaration as dead,
4. By dissolution of the Club without declaring a legal successor.
5. The contractual relationship based on this Contract may be terminated:
6. By agreement,
7. By notice or
8. Immediately.
9. If the Sportsman is a foreign national or a stateless person, the contractual relationship shall expire on the date of expiry of his residence permit in the territory of the Slovak Republic under a special regulation.
10. If the Club and Sportsman agree on the termination of the contractual relationship based on this Contract, it shall expire on the date referred to in the Contract as the termination date of the contractual relationship, which may not be earlier than the effective date of the Agreement on Termination of the Contractual Relationship. The Agreement on Termination of the Contractual Relationship shall be concluded in writing based on the Contract. The Agreement shall include the grounds for termination of the contractual relationship, if the Sportsman so requests.
11. The Notice must be made in writing and delivered to the other Contracting Party. The reason of termination shall be substantiated in the Notice so that it cannot be confused with other reasons. The reason of termination cannot be subsequently changed. The Notice, which has been served to the other Contracting Party, may be withdrawn only with its consent. The withdrawal of the Notice and the consent with its withdrawal shall be made in writing.
12. The Club is entitled to terminate the Contract if:
13. The Sportsman is not medically fit for the pursuance of Sport under the Contract; the loss of medical fitness is certified by a medical opinion, according to which the Sportsman must not pursue Sport under the Contract,
14. The Sportsman infringed the fundamental duties pursuant to Article 32 (b), (e) to (n) of the Sports Act, and, at the same time, was notified in writing about a possible dismissal during the past six months in respect of the infringement of fundamental obligations,
15. The Club or its part is being canceled,
16. There are reasons with the Sportsman for which the Club could terminate the Contract immediately.
17. The Sportsman is entitled to terminate the Contract if:
18. The Club infringed the fundamental duties pursuant to Article 33 (a), (c) or (d) of the Sports Act,
19. The Club did not allow the Sportsman to pursue Sport under the Contract for more than two consecutive months,
20. The Club did not allow the Sportsman to participate in more than 10 % of the competitions for the Club in the competitive period despite the fact that he was medically fit to participate in the competition.
21. If the Notice is served, the contractual relationship based on the Contract shall end with the expiry of the notice period. The notice period shall be one month if the Association regulations do not define a longer notice period. The notice period begins on the first day of the calendar month following the delivery of the Notice and it ends on the last day of the respective calendar month.
22. The Club is entitled to terminate the contractual relationship immediately if the Sportsman:
23. Infringed the fundamental obligations pursuant to Article 32 (a), (c) or (d) of the Sports Act,
24. Took part in a competition for another sports organization without the consent of the Club,
25. Significantly breached the sporting rules, regulations or decisions of the Association,
26. Violated the doping ban,
27. Manipulated the course or result of the competition or failed to communicate the fixing of the course or result of the competition to the sports organization responsible for managing the competition or bodies in charge of criminal prosecution, or
28. Was sentenced to an unconditional penalty involving deprivation of liberty.
29. The Sportsman is entitled to terminate the contractual relationship immediately if:
30. The Club failed to pay the Sportsman his wage properly and in time for at least three individual months during the Contract validity term according to the Contract despite prior written warning from the Sportsman,
31. The Club significantly violated the sporting rules, regulations or decisions of the Association, or the generally binding legal regulations in relation to the Sportsman, or
32. The Sportsman has lost his medical fitness for the pursuance of Sport under the Contract, or further pursuance of Sport would gravely endanger the Sportsman's health or life; the loss of medical fitness is certified by a medical opinion according to which the Sportsman must not pursue Sport under the Contract.
33. The immediate termination of contractual relationship based on the Contract shall be made in writing and delivered to the other Contracting Party. The immediate termination of contractual relationship based on the Contract shall include the reasons thereof. The reasons of immediate termination shall be substantiated in the Notice so that they cannot be confused with other reasons. The reasons cannot be subsequently changed. The Sportsman or Club may terminate the contractual relationship based on the Contract immediately within a period of one month from the date when either the Club or Sportsman learned of the reasons for immediate termination.

**Article IX**

**Confidentiality**

1. The confidentiality of the facts constituting the relationship and terms of this Contract shall be maintained by both Contracting Parties to the extent defined in this Article or in the Contract as a whole.
2. The Contracting Parties undertake to maintain confidentiality regarding all the facts and information they learn about during the performance of this Contract, and the nature of which implies that it is in the interest of the other Contracting Party that such facts and information remain confidential and undisclosed to third parties. This obligation shall not apply if:
3. The information is required by state authorities or courts for reasons of public interest and by law,
4. The information was provided to the persons who are obliged to maintain confidentiality, for example, lawyers, tax consultants, intermediaries etc.,
5. The information was provided to the SFA for the registration of contracts, transfers and registration relations,
6. The other Contracting Party has approved the disclosure of such confidential information.
7. In the case of a breach under paragraph 1 of this Article, the injured Contracting Party is entitled to a compensation for the actual damage caused.
8. The Contracting Parties undertake not to use the information subject to confidentiality to provide benefits for themselves or third parties, which would not be otherwise achievable.

**Article X**

**Protection of personal data**

1. In accordance with Article 6 (1) (a) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Sportsman hereby grants to the Club his approval with the processing and publication of the following personal data: first name and last name, title, date of birth, place of birth, address of permanent residence or similar, birth number, health insurance, marital status, health status, bank account number, identification card number, e-mail address, telephone number, Sportsman's registration number, wage and other performance provided on the basis of this Contract, data on Sportsman’s previous places of work, and statistical data concerning the performance of Sport for [•] years from the signature date of the Contract.
2. The Sportsman also gives the Club his permission to provide his personal data to the Association for the purposes of “.................................... .................................................. .................................................. .........”
3. The Sportsman's personal data shall be provided by the Club to the relevant insurance company, which has concluded an insurance contract for medical expenses or accident insurance with the Club, for the purposes of processing the Sportsman's personal data in the information system of the insurer in respect of the agreed insurance. The personal data of the Sportsman may be made available to other parties if necessary for the administration of insurance, insurance claims and insurance securities.
4. The Club agrees to the processing of personal data in accordance with the General Data Protection Regulation.
5. The Club undertakes to disclose the personal information about the Sportsman in an appropriate way and extent, if such disclosure is linked to the pursuance of Sport by the Sportsman under this Contract.
6. The Sportsman provides his consent referred to in paragraph 1 and 2 for the duration of this Contract at a maximum. In the event of termination of the contractual relationship, the Club is obliged to erase all personal data of the Sportsman except those that are processed under specific legislation.
7. The Sportsman is entitled to recall his consent granted in paragraph 1 and 2 of this Article anytime, and the recall becomes effective upon receipt of the Sportsman's Notice of recall of his consent, or settlement of all obligations arising from the insurance contract depending on which of the circumstances occur first.

**Article XI**

**Submission to the jurisdiction of the dispute resolution body**

1. The Contracting Parties agree that they submit themselves to the jurisdiction of the SFA Dispute Resolution Chamber (hereinafter "Chamber"), and furthermore agree that any dispute arising out of or in connection with this Contract, including any claims arising out of or in connection with this Contract, any disputes regarding its validity, interpretation and termination, which cannot be settled by agreement of the Contracting Parties, shall be submitted to the Chamber according to the SFA internal regulations and the Rules of Procedure of the Chamber, as amended.
2. If either Contracting Party breaches an arrangement under paragraph 1 of this Article, it runs the risk of disciplinary proceedings for the violation of mandatory rules of the Association, for which it may be given a disciplinary sanction under the SFA Disciplinary Rules.

**Article XII**

**Final dispositions**

1. **The following person participated in the negotiations and conclusion of this Contract on behalf of the Sportsman: [•] (hereinafter "Intermediary"). The Contracting Parties agree that the brokerage commission for the conclusion of this Contract totals [•] €, which the Club undertakes to pay no later than [•] on behalf of the Sportsman.**

**Alternatives:**

**The following person participated in the negotiations and conclusion of this Contract on behalf of the Club: [• ] (hereinafter "Intermediary"). The Contracting Parties agree that the brokerage commission for the conclusion of this Contract totals [•] €, which the Club undertakes to pay no later than [•].**

**Alternatives:**

**The following person participated in the negotiations and conclusion of this Contract on behalf of the Sportsman: [•]**

**Alternatives:**

**The Contracting Parties declare that no other person participated in the negotiations and conclusion of this Contract on behalf of the Sportsman.**

1. If not agreed otherwise in the Contract, the Contracting Parties have agreed that all written notices shall be sent to the Club’s registered address in the Commercial Register and permanent/temporary residence address of the Sportsman. A document is deemed served on the day the other Contracting Party receives it, whereby the refusal to receive the document or its return to the sender from an unknown addressee is deemed to have the same effect of service. If not received by the addressee, all shipments made by certified mail shall be deemed to have been delivered on the third day after the date of deposit at the post office.
2. All rights and obligations not governed by this Contract shall be governed by the relevant provisions of the Sports Act, Labor Code, civil law, other generally binding legal regulations of the Slovak Republic, internal regulations of Slovak Football Association, FIFA, UEFA and the internal regulations of the Club, the Sportsman was made familiar with. The Contracting Parties acknowledge that the sporting regulations of the above institutions may change during the Contract term. The content of this Contract remains unaffected by such changes, unless the changed regulations require an immediate change in this Contract, for which purpose the Contracting Parties are obliged to cooperate and provide synergy by signing this Contract.
3. This Contract may be amended by agreement of the Contracting Parties only through numbered written amendments signed by both Contracting Parties, which form an inseparable part of this Contract.
4. If any of the provisions of this Contract are or become invalid or ineffective, this shall not affect the validity of other provisions in this Contract, which shall remain in full force and effect to the extent that they are not in conflict with the invalid or ineffective parts of the Contract. In such cases, the Contracting Parties undertake to replace the invalid, void or ineffective provisions by new and effective provisions, which best correspond to the originally intended purpose and meaning of the invalid or ineffective provisions.
5. The Contracting Parties agree that the law of the Slovak Republic shall be the governing law of the legal relationship between the Sportsman and the Club in this Contract.
6. This Contract was drawn up in the Slovak language.
7. The Contracting Parties agree that the agreed Contract term may be extended if a Contracting Party delivers to the other Contracting Party a written expression of its will to exercise the right to extend the Contract term not later than [•] months/weeks/days before the expiry of the period referred to in Article I(1) of this Contract (hereinafter "Contract Extension"), and the other Contracting Party agrees to the Contract Extension within 1 week from the date of receipt of the notification on Contract Extension. In the event the other Contracting Party makes no statement within this time limit, it is considered to have disagreed with the Contract Extension for the purposes of this Contract and the Contract shall not be extended.
8. When applying the procedure in accordance with paragraph 8 of this Article of the Contract, the Contract Extension shall take the form of a numbered written amendment to the Contract, which must be signed by both Contracting Parties.
9. On the basis of a written agreement on hosting between the Sportsman, Club and other Sports Organization, the Sportsman may be temporarily assigned to the pursuance of Sport on behalf of another Sports Organization, and even outside the territory of the Slovak Republic.

**Alternatives:**

**This Contract was drawn up in the Slovak and English language. The Contracting Parties agree that in the event of disputes concerning the interpretation of the Contract, the [•] language version of the Contract shall take precedence**.

1. **The Contract is drawn up in three legally equivalent copies, one for the Club, one for the Sportsman and one for the registration and archiving in the Register of Contracts at the SFA Registrar.**
2. The Contracting Parties agree that none of their rights and obligations under this Contract may be transferred to a third party without the prior written consent of the other Contracting Party, unless the Contract provides otherwise.

The Contracting Parties have read this Contract, they conclude it freely, seriously, without reservation and unequivocally, they understand its content and individual provisions, they do not conclude it under duress or clearly unfavorable conditions, and they sign it to demonstrate their approval with its wording.

|  |  |  |
| --- | --- | --- |
| **In [•] (place), .........................[•] (date)**  |  | **In [•] (place), .........................[•] (date)**  |
| **Club****Represented by:** Name and surname, function |  | **Sportsman**Name and surname**Represented by legal representative:**Name and surname**Intermediary** *(Name, surname, signature)* |

Annex. 1                                                                                             Effective from: 18th June 2019

**Rights and Duties of the Contracting Parties**

1.   The Contracting Parties acknowledge that their basic duties are governed by the provisions of Article 32 and 33 of the Sports Act in conjunction with Article 28. 3 and 4 of the SFA Registration and Transfer Rules.

2.   The Club is also committed to ensuring and fulfilling the following  duties:

a)   Provide the Sportsman with expert training for the school-leaving/graduation examination, including the consultations in a foreign language, whereby the Sportsman is obliged to participate in this expert training,

b)   Conclude accident insurance for the Sportsman in the event of an injury, if sent abroad,

c) For the duration of this Contract, provide the Sportsman with reasonable accommodation,daily food, drinking regime, nutritional supplements, vitamins, transport, necessary health care and, if sent abroad, accident insurance at the Club's expense,

d)   Provide the Sportsman with sports equipment and sports clothes for the pursuance of Sport,

e)   Provide the Sportsman with clothing for the participation in the events referred to in paragraph (3) (a) of Article [\*] of the Contract.

f) Allow the Sportsman to participate consistently, properly and timely in the training process, preparation for football competitions, football competitions themselves, and football matches under the guidance of sports professionals, doctor, physiotherapist and other members of the executive team who have achieved the required level of expertise and professional experience;

g)   Allow the Sportsman to participate consistently, properly and timely in the training process, preparation for football competitions, football competitions themselves, and football matches in a team of other players in the Club, except in the cases where the conditions for individual training have been met;

h)   Provide the Sportsman with free, undisturbed and unimpeded access to all areas, sports facilities, equipment, tools, services, personnel and other facilities of the Club, which are also available to the other players of the Club;

i)   Ensure appropriate physical, material and technically safe conditions for the preparation and implementation of sports activities;

j) Ensure free (covered by the Club) and professional health care (including the surgical interventions and procedures that need to be conducted in connection with the performance of the Contract), recovery, convalescence, rehabilitation and relaxation plans through the Club or external doctor, masseur, physiotherapist or other professionally capable persons;

k) Without any restrictions or conditions on the part of the Club, allow the Sportsman to participate in the sports representation, especially in the events where the Sportsman was duly nominated;

l)    Allow the Sportsman to study and prepare for another profession;

m) Allow the Sportsman a free expression of his/her opinions in accordance with the principles of freedom of expression;

n) Allow the Sportsmen to form associations to protect their common interests and exercise their right to collective bargaining;

o)   Keep electronic/written medical records of the injuries and testing of the Sportsman, including the injuries during the representative meetings while respecting medical confidentiality, and allow the Sportsman to inspect such records and make their copies;

p) If the Sportsman disagrees with the medical opinion of the Club doctor regarding the medical fitness to pursue Sport under this Contract, the Sportsman shall be allowed to request the Club to provide another medical opinion drawn up by another sports doctor. If these medical opinions differ, the Club and Sportsman are free to solicit a third opinion by an independent sports doctor, which shall be chosen by agreement from the list of sports doctors maintained by the Slovak Football Association. The Club and Sportsman undertake to respect and follow the conclusions stated in the third medical opinion. In the event the Club and Sportsman fail to arrive at an agreement regarding the sports doctor who is to draw up the third opinion, his selection shall be made by an ad-hoc commission or working group of the Technical Department of Slovak Football Association;

q)   Without undue delay, demonstrably inform the Sportsman about any change in the internal rules of the Club, which the Sportsman pledged to follow in this Contract, If the Sportsman is not notified about the change in the internal rules of the Club, the Sportsman shall not be bound by such a change in the internal rules;

r)   Act against racism and other discriminatory behavior in football and refrain from actions, which could be perceived as such.

3.   The Sportsman further pledges to:

a) Participate in marketing and commercial events held by the Club or a third party, if the Club requires the Sportsman to participate in such events,

b)   Comply with the rules and regulations laid down by the Slovak Football Association, Union of League Clubs, Association of Players or the Club regarding antidiscrimination,

c)   Refrain from negotiations with another club with respect to the provision of Article 26. 5 of the SFA Registration and Transfer Rules regarding the extension of the Contract and premature termination of the Contract.

d)   Maintainhimself/herself in an optimum mental and physical state for the whole duration of the Contract and perform the sporting activities under the Contract in a proper and timely manner,

e) Respect the organizational, methodical and tactical instructions of the Club, the needs of the media policy of the Club (press conferences, autographs, talks in the mix zone, interviews in the media, social, promotional and other events of the Club, including the assessment of the season,

f)   When performing the activities under the Contract, be clothed during the representative events as a representative of the Club in a uniform way so that the Sportsman's membership in the Club team is evident; wear uniform sport clothes during the trainings, matches and formal meetings, and uniform social clothing during the formal occasions, unless agreed otherwise with the Club. If the sports material or clothing contains advertising, the Sportsman notes that such advertising belongs to the partners of the Club, and shall not be allowed to change its design, and is obliged to adequately promote the advertising of the Club partners by the use of the sports material or clothes, which he received. After the end of the sports event, the Sportsman is committed to return the sports material or clothing to the Club,

g)   Act against racism and other discriminatory behavior in football and refrain from actions, which could be perceived as such.

4.   The Club and Sportsman shall undertake to act against racism and other discriminatory behavior in football and refrain from actions, which could be perceived as such.

1. *) Pursuant to Article 46 (4) of the Sports Act for a limited term only, and not longer than five years from the effective date of the Contract, if the regulations of the sports association do not define a shorter time period. In the case of professional sportsmen – and sportsmen under this Contract are deemed to be professionals – the RaPP defines that a contract may be concluded for a maximum of five years in the case of younger sportsmen 16-18 years old – but for no more than 3 years. Longer contract duration is not taken into account, and the minimum contract duration must be negotiated according to the RaPP provisions (Article 19 (3) of RaPP).* [↑](#footnote-ref-1)
2. *) According to Article 31 (5) of the Sports Act, at the latest one year after the date of signature of the Contract, otherwise it is invalid.*  [↑](#footnote-ref-2)
3. *) Wage maturity to be negotiated on a case-to-case basis, and of course, within the bounds of the Sports Act. Within the meaning of the provisions of Article 36 of the Sports Act, the provisions of Article 129-132 of Act no. 311/2001 Coll. Labor Code, as amended, and especially paragraph 1 in the Recital, shall apply to wage maturity: "The wage is payable in monthly arrears not later than at the end of the following calendar month unless the collective agreement or employment contract provides otherwise"*  [↑](#footnote-ref-3)