

FOREIGN FOOTBALL PLAYER
EMPLOYMENT CONTRACT

Registration number with the club/date: _____

Registration number with FAM (Football Association of Moldova), date: _____

Approved by FAM: _____

1. PARTIES

1.1 This Contract was concluded on _____ 20____, in _____, by and between:

THE EMPLOYER _____, registered office: _____, represented by _____, in the capacity of _____, hereinafter referred to as the **CLUB**, and

THE EMPLOYEE _____, citizen of _____, resident of _____, bearer of identity card series _____ No. _____, hereinafter referred to as the **PLAYER**.

1.2 The negotiation and conclusion of the contract was conducted with the participation of _____ in his capacity of player's agent. / The negotiation and conclusion of the present contract was conducted without the participation of an Agent. **(to choose the option)**

1.3 This contract is accompanied by _____ annexes, which contain _____ pages. If not applicable, this point is not completed.

2. DURATION

2.1. The Parties have agreed that this Contract shall be valid from _____ to _____.

2.2. The Parties may extend the term of this Contract by mutual agreement or agree to its early termination. The unilateral termination of this Contract is subject to the provisions of FIFA/UEFA/FAM regulations.

3. SUBJECT OF THE CONTRACT

3.1 This Contract governs the employment of a professional football player by a football club affiliated to FAM and contains clauses on the rights and obligations of the parties in the framework of football activity.

3.2 The present Contract, any annex or addendum hereto shall be signed by the parties, and are subject to mandatory registration with FAM within 7 working days from the date of signing.

3.3 The registration according to p. 3.2 above, falls within the responsibility of the club. In case of non-compliance by the club with its obligation, the registration with the FAM may be exercised by the player within 7 working days from the date of finding out about the non-registration of the respective document.

3.4 If the annex or addendum hereto has not been registered with FMF due to club's fault, the player may be reinstated within the time limit set in point 3.3, provided he proves the impossibility of registering the annex or additional agreement to the contract in due time.

4. WORKING/ACTIVITY LOCATION

The activity is carried out at the CLUB's premises or in other location established according to the competition schedule approved by FAM, as well as according to the coaching and training program approved by the CLUB.

5. TYPE OF WORK/ACTIVITY

5.1. Position/Job: PROFESSIONAL FOOTBALL PLAYER according to FIFA/UEFA/FAM Statutes and Regulations and according to the Classifier of Occupations of the Republic of Moldova.

5.2. This Contract is governed by applicable employment law and FIFA/UEFA/ FAM Statutes, Regulations and Codes.

6. WORKING CONDITIONS

The activities are carried out under normal working conditions. The necessary facilities, and equipment are provided by the Club, as stipulated in this contract, as well as in the FAM Regulations.

7. WORK DURATION

7.1 The player is employed for a full-time job, the duration of the working time being 8 hours / day.

7.2 The parties may establish another daily distribution of working time, in accordance with the provisions of the Labor Code, so that the total duration of working time does not exceed 40 hours / week.

7.3 The work schedule is distributed as follows: _____

7.4 The work schedule may be modified by agreement of the parties, as well as under the conditions established by the Internal Regulations or the Collective Bargaining Agreement, if applicable.

8. PAYABLE ANNUAL LEAVE (HOLIDAY)

8.1. The Player is granted a paid annual leave (holiday) of at least 28 calendar days during the inter-season and/or championship break periods, according to championship schedule, approved by FAM. The leave may be divided into several periods, one of which must be at least of 14 consecutive days.

9. WORK REMUNERATION

9.1. The player benefits from a basic, gross salary, in the amount of _____ lei.

(Note: the salary is fixed and cannot be less than the amount of the average monthly salary in the economy, forecast for the current year, approved by the Government)

9.2. The Parties have agreed on the following benefits, bonuses and salary increases:

9.3. During the validity of the present Contract, shall the Club suffer a financial impact due to major revenue changes, including promotion or relegation, the parties may modify the financial and economic terms of this Contract by common agreement. Regardless of the amendments made to this Contract, the salary shall not be less than the average monthly salary in the economy the Republic of Moldova, forecasted for the current year and approved by the Government.

9.4. The salary is paid on: _____ of each month, but not later than the last day/date of the current month, for which the Player has performed the work.

9.5. Clauses on achieving an objective:

9.6. Until obtaining the residence permit on the territory of the Republic of Moldova, the employee will have the status of non-resident, and the salary will be paid according to the provisions of the Tax Code of RM.

9.7. The player agrees with the withholding of taxes, fees and contributions from his contractual financial entitlements and their transfer to the appropriate budget in accordance with applicable law. The amount of taxes, fees and contributions of the payments directed to non-resident or to resident may vary and will be established according to the provisions of the legislation in force.

10. WORKING SECURITY AND SAFETY

10.1. The CLUB undertakes to ensure the PLAYER with optimal conditions for carrying out his activity and to provide the following:

- a) training, playing and representation uniform, as well as sports materials according to the CLUB's Internal Rules and Regulations and the FAM standards;
- b) ergonomic development of the places where the PLAYER operates, according to the FMF standards and regulations;
- c) proper arrangement of social facilities: locker rooms, shower rooms, sanitary facilities, restoration/recovery facilities, rest and relaxation rooms, dining rooms, etc.;
- d) sanitary and hygienic materials necessary for the maintenance of cleanliness and hygiene at the places where the training, official and friendly games are held;
- e) nutrition specific to competitive sport during training camps in order to support the psycho-motor skills specific to football;
- f) all measures to ensure that the sports camps, where the training and games take place, comply with security conditions.

11. PARTIES RIGHTS AND OBLIGATIONS

11.1. The Club's rights are those provided by the FIFA/UEFA/FAM Regulations, including the Labor Code of the Republic of Moldova.

11.2 With the scope of performing the present Contract, **the Club** is assigned the following obligations:

- a) To pay the Player the salary, in the amount and terms established above, as well as to pay him other financial entitlements (rewards, bonuses, effort allowance, etc.) if they are provided in this contract or in the internal Regulations of the Club.
All salary rights of the Player will be maintained during the treatment and recovery period in case of injury in the training process or in competition.
- b) to calculate, withhold and transfer all contributions required from the employee and employer to the state social insurance, health insurance, unemployment funds as well as other taxes, fees, commissions and contributions provided for by Moldovan legislation;
- c) to reimburse the Player, based on the supporting documents presented, the amounts paid by him to cover certain obligations incumbent on the Club;
- d) To conclude, from its account, an insurance contract for the Player related to the risks of illness or injury arising from the training process and/or competitions;
- e) To reimburse the costs of treatment and recovery, in case of injury of the Player in the training process or in competition. It is specified that the club will only cover the costs for treatment and recovery incurred at medical institutions based on the territory of the Republic of Moldova.
- f) to provide the PLAYER with the opportunity to continue his compulsory or optional education so that, after quitting football, he can work in another field;
- g) to ensure the protection of the PLAYER's rights to free expression and non-discrimination;
- h) to arrange the PLAYER's visits to the doctor at least twice a year for a sports medical check-up for obtaining a medical report necessary for participation in competitions;
- i) to provide medical assistance by specialized medical personnel during training and official and friendly games as well as first aid, specialized treatment for the PLAYER's recuperation in case of injury;

j) to provide the PLAYER with the sports materials, conditions and facilities for training, participation in competitions and recovery/recuperation at the level of the national standards set out in the national licensing manual, the FAM regulations or according to the generally accepted practice;

k) to comply with the FIFA/UEFA/FAM statutes, regulations and decisions;

m) to keep records and register of injuries (including those that occurred during matches with the national team) while respecting the confidentiality of the processed data;

n) To compensate the material damage caused to the Player in accordance with the provisions of the Labor Code of the Republic of Moldova.

11.3. The **Player's rights** are those provided for by the FIFA, UEFA, FAM Regulations, including the Labor Code of the Republic of Moldova.

11.4 With the scope of performing the present Contract, **the PLAYER** has the following obligations:

a) to play in all the matches for which he has been selected to the maximum extent of his abilities, at the highest level of training and skills;

b) to participate in the training process in accordance with the instructions of the technical staff of the team and of the head coach;

c) to keep a healthy lifestyle and a high standard of physical fitness;

d) to comply with and act in accordance with the instructions given by the CLUB officials;

e) to participate in all sporting and commercial events organized by the CLUB or its partners;

f) to comply with the rules established by the CLUB, including the Internal Rules and Regulations, which the PLAYER shall be informed with, before signing this Contract;

g) to behave in a sporting manner towards the individuals involved in games, trainings, to comprehend and observe the Laws of the Game and to accept the decisions made by the game referee;

h) to refrain from participating in other football activities or other potentially dangerous activities that have not been approved in advance by the CLUB and are not covered by the CLUB's insurance obtained for the PLAYER;

i) to take care of the sporting equipment, installations and facilities provided by the CLUB for use and, if necessary, return them to the CLUB upon termination of this Contract. The PLAYER shall use the equipment, materials, installations and all specific facilities, in which the training takes place, only for the purpose for which they are intended and to comply with all operation instructions, written or verbal, given by officials;

j) to promptly inform the CLUB of any cases of illness or accidents, except in cases of medical emergencies, and provide a medical certificate indicating physical incapacity. Furthermore, in the event of illness or injury, the Player must grant the Club's representatives permission to conduct a health assessment. Should the Player disagree with the Club specialist's opinion, he has the right to seek a second opinion from an independent specialist. In cases where a difference of opinion arises, both the Player and the Club agree to defer to a third independent opinion from a specialist within the territory of Moldova, whose verdict will be final. Regardless, if the Player requires treatment or recovery, the club will only cover expenses incurred at medical institutions based on the territory of the Republic of Moldova.

k) to undergo regular checkups and medical treatment, as prescribed by the CLUB's doctor;

l) to comply with the non-discrimination policy as set out by the FAM, players' union of players or clubs;

m) not to discredit or prejudice the CLUB or football by his behavior or statements;

n) to repair the pecuniary damage caused to the employer in accordance with the Labor Code of the RM.

o) refrain from participating in arranged bets and/or in manipulating the outcome or a part of a football match directly or through other in order to obtain goods, services, benefits or advantages in any form, which he is not entitled to, for himself or for another person;

p) to inform immediately the Club and FAM about the cases that could jeopardize the integrity of the matches, about an attempt to manipulate the outcome or a part of a match and about an attempt to, or participation in illegal bets, or the committing or attempt to commit other illegalities in football;

q) to comply with the FIFA, UEFA, FAM Statutes, Regulations, including CAS, FIFA, UEFA, FAM decisions;

11.5. In the process of performing this contract, the Parties undertake to take action against racism and other acts of discrimination in football in accordance with the rules established by FIFA, UEFA, FAM.

12. IMAGE RIGHTS

12.1 The player has the right to independently exploit his image right, viewed individually, provided that it does not prejudice the interests of the Club and its partners. Thus, the Player has his own image, advertising and television right to the events in which he can participate individually, without wearing the logo and the sports or representation equipment of the Club.

12.2. The Club owns the exclusive right to the group image of the team, static and moving, including the image of the Player in the game equipment, training and representation, when participating in competitions on behalf of the Club or at events organized by the Club.

13. PLAYER'S TRANSFER

The transfer, temporary or permanent, of the PLAYER to another club shall be performed in accordance with the FIFA, FAM Regulations. In case of temporary transfer, the individual employment contract is suspended, and in case of permanent transfer the contract is terminated.

14. DISCIPLINE

14.1. The rules of conduct and disciplinary rules are established in the Club's Internal Regulations. The Internal regulations stipulate the liability for non-compliance with the provisions of this Regulation or this contract, including the appropriate sanctions that apply to disciplinary offenses, as well as the applicable procedures. The player is obliged to comply with the provisions of the Internal Regulations.

14.2. The Club is obliged to inform the Player, against signature, of the provisions of the Internal Regulations and to explain the rules contained therein. In this regard, the Club will keep a register regarding informing of the players about the provisions of the Internal Regulations, which ensures the evidence about the fact that the players were informed, by signature, with the provisions of the Regulations.

14.3. The Club shall establish rules, regulations and disciplinary procedures, including liability and sanctions, in accordance with common practice and standards, applied at different competitive levels and / or in accordance with FIFA/UEFA/FAM regulations.

14.4. The parties may, by mutual agreement, determine penalties for non-performance or improper performance by any party to the provisions of this Agreement.

14.5. Disciplinary infringements committed by the Player will be sanctioned by the Club depending on the severity of the breach, in accordance with the provisions of the Internal Regulations, the national legislation and in accordance with the relevant FAM regulations.

14.6. The player has the right to challenge the sanctioning decision and to be accompanied or represented by a lawyer or the players' union representative.

15. ANTI-DOPING

15.1 The CLUB and the PLAYER agree to comply with all anti-doping rules set out by sports governing bodies.

15.2 Doping means the use of substances included in the list of prohibited substances and the use of prohibited methods from the mentioned list.

15.3 Anyone, who administers illegal substances or encourages doping in any way, shall be referred to the competent FAM committee or international organizations, as the case may be.

15.4 The CLUB reserves the right to take any measures against the PLAYER found guilty of doping practices, each doping case shall be treated individually.

16. CONTRACTUAL DISPUTES

16.1. Any disputes concerning the inappropriate performance or failure to perform the obligations assumed by the parties hereunder shall be settled amicably.

16.2. In case of failure to settle amicably the dispute, the Parties agree that FIFA will be competent to hear any employment-related disputes between the club and the Player.

17. APPLICABLE REGULATIONS

17.1. The CLUB and the PLAYER shall comply with the CAS, FIFA, UEFA and FAM statutes, regulations, codes and decisions.

17.2. For employment contracts between clubs and players, of an international dimension, FIFA Regulations are applicable.

18. COLLECTIVE EMPLOYMENT CONTRACTS

The parties undertake to comply with the conditions established by the collective bargaining agreement, if it has been concluded in accordance with the provisions of the legislation in force and is applicable.

19. TERMINATION OF THE INDIVIDUAL EMPLOYMENT CONTRACT

19.1. This contract is terminated only after the expiration of the term for which it was concluded or by mutual agreement of the parties, expressed in writing, in the form of a termination agreement.

19.2. The unilateral termination of this contract may occur only in case of a just cause /sporting just cause, as defined by the FIFA and FAM Regulations on the Status and Transfer of Players.

20. FINAL PROVISIONS

20.1. The provisions of this Contract are confidential, except for the date of signature and the term of validity.

20.2. If this contract is drafted in different languages, in case of discrepancies between the versions, the English version prevails.

20.3. If one or more clauses hereof become invalid, it shall not affect the validity of other clauses of this Contract.

20.4. Any amendments to this contract are valid only if they are made in writing and signed by both parties.

20.5. The annexes to this contract, or any additional agreements that supplement or modify this contract, form an integral part thereof.

20.6. This contract is signed in 3 original copies, which are registered, by the care of the Club, at FAM, where a copy is kept in evidence. The other two copies are distributed to the Player and the Club.

Representative of the CLUB

.....
(full name)

.....
(signature)

PLAYER

.....
(full name)

.....
(signature)

AGENT

.....
(full name)

.....
(signature)