

Agreement

**REGARDING THE MINIMUM REQUIREMENTS FOR STANDARD PLAYER CONTRACTS
IN THE PROFESSIONAL FOOTBALL SECTOR
IN THE EUROPEAN UNION, AND
IN THE REST OF THE UEFA TERRITORY**

Compromise proposal HW 24/01/2011

AGREEMENT

PARTIES:

- The Union des Associations Européennes de Football having its registered office in Nyon (Switzerland) and its principal place of business in Nyon (Switzerland), hereafter referred to as "UEFA";
- The European Professional Football Leagues having its registered office in Nyon (Switzerland) and its principal place of business in Nyon (Switzerland), hereafter referred to as "EPFL";
- The European Club Association having its registered office in Nyon and its principal place of business in Nyon (Switzerland), hereafter referred to as "ECA";
- The Federation Internationale de Footballeurs Professionels Division Europe having its registered office in Brussels (Belgium) and its principal place of business in Hoofddorp (the Netherlands), hereafter referred to as "FIFPro Division Europe".

UEFA, EPFL, ECA and FIFPro Division Europe hereafter together referred to as: "Parties".

EPFL/ECA and FIFPro Division Europe hereafter together referred to as: "Social Partners".

WHEREAS:

- a. The (associate) members of EPFL are national premier professional football leagues, major non-premier professional football leagues and associations of clubs in Europe which fulfil the relevant criteria as laid down in the constitution of the EPFL
- b. EPFL has 30 members and associate members at the moment of signing this Agreement, which members are listed in Annex 1;
- c. The members of ECA are clubs from all UEFA member associations, which have the best individual coefficient ranking(s) in their respective association, clubs that have obtained membership due to other sporting merits and clubs that play UEFA Champions League;
- d. ECA has 197 Members and Associated Members at the moment of signing this Agreement, which members are listed in Annex 2;
- e. The members of FIFPro Division Europe are national professional football players' associations in Europe;
- f. FIFPro Division Europe has 24 members at the moment of signing this Agreement, which members are listed in Annex 3;

- g. The parties recognise that FIFPro Division Europe is the representative of the players in any formal EU Social Dialogue regarding professional football players and clubs and that EPFL and the ECA are the representatives of the clubs in any formal EU Social Dialogue regarding professional football players and clubs.
- h. The European Commission has recognised the Social Partners as the European social partners in the European Union in the context of European social dialogue in accordance with Commission Decision 98/500/EC of 20 May 1998 on the establishment of Sectoral Dialogue Committees promoting the Dialogue between the social partners at European level based on Article 154 of the Treaty on the Functioning of the European Union (TFEU);
- i. UEFA is a party to this agreement in accordance with: (i) the Professional Football Strategy Council agreement on (EU) social dialogue, signed by all four parties dated 14 May 2008 (attached as Annex 5); (ii) the Rules of Procedure for the European Sectoral Social Dialogue Committee for the Professional Football Sector (attached as Annex 4) (as regards the EU aspect of this agreement) where as governing body of European football UEFA is defined an "associate party"; (iii) its role as governing body of European football; and (iv) the other relevant provisions of this Agreement.
- j. The European Professional Football Player Contract Minimum Requirements (hereafter referred to as "MRSPC") have been developed by a working group between UEFA, FIFPro and EPFL and have been sent to the members of UEFA by circular no. 032 dated 18 May 2007;
- k. The Parties agreed to transform the MRSPC in to a European autonomous agreement in the framework of the European Social Dialogue Committee in the Professional Football Sector.
- l. The Parties regard this agreement as an outcome of collective bargaining at European level between the Social Partners. The Parties, as agreed upon in the "Objectives" of the Work Programme 2008-2009 of the European Social Dialogue in the Professional Football Sector, *"will promote and develop the concept of the European Professional Football Player Contract Minimum Requirements throughout the European Union Member States"* and the rest of the UEFA Territory.
- m. The provisions of the EU Treaties, the Charter of Fundamental Rights of the European Union, and secondary EU law apply to professional football players' contracts without prejudice to more stringent and/or more specific provisions contained in this agreement. The Parties commit to further elaborate provisions regulating the employment relationship in the professional football sector, taking into account its specific nature, in future agreements. Where appropriate, agreements on matters falling into the scope of Article 153 of the TFEU may be submitted to the Commission for adoption by Council decision in line with the procedure laid down in Article 155 of the TFEU.
- n. The Parties state, represent and warrant that they each have the competence to conclude this Agreement.

HAVE AGREED AS FOLLOWS:

ARTICLE 1 OBJECTIVE

The objective of this Agreement is the establishment on minimum requirements for professional football player contracts in Europe.

ARTICLE 2 DEFINITIONS

In this Agreement the following terms will have the following meaning.

- 2.1 Agreement: This agreement including all annexes.
- 2.2 Club: A professional football club which participates in one of the professional football competitions/leagues mentioned in Annex 6.
- 2.3 Player: A professional football player who is being employed by a Club on the basis of a Contract.
- 2.4 Contract: The employment contract between a Player and a Club.
- 2.5 Territory: All the countries in which a member of UEFA is domiciled.

ARTICLE 3 THE CONTRACT

- 3.1 The Contract must be in writing, duly signed by the Club and the Player 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.
- 3.2 The Club and the Player each (must) receive a copy of the Contract and one copy has to be forwarded to the professional league and/or national association for registration according to the provisions of the competent football body.
- 3.3 The Contract 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.

- 3.4 The Contract 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 Contract can only be concluded by a 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 Contract without the prior written consent of the competent national football body.
- 3.5 The Contract 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 negotiate an extension and/or a termination of the Contract earlier. Any early termination must be founded (just cause). In cases of prolonged periods of injury/illness or of permanent incapacity of the Player, the Club may serve a reasonable notice to the Player. Reference is made to the FIFA Regulations for the Status and Transfer of Players.
- 3.6 Regarding article 3.5 of the Agreement the Parties agree that the national implementation should define the equal rights of Club and Player to negotiate an extension and/or a termination of the Contract earlier in accordance with the legal framework as established by collective bargaining agreements, labour law, common law and case law at the national and international level.
- 3.7 If applicable, it must also indicate further persons involved in the negotiations or conclusion of the Contract (e.g. parent/guardian of a minor, name of a legal representative of the Player, a licensed players' agent, interpreter).

ARTICLE 4 DEFINITIONS OF THE CONTRACT

- 4.1 The Contract consists of terms and definitions, which are duly explained.
- 4.2 Terms not expressly defined in the Contract have meanings consistent with the definition of such terms in FIFA's and UEFA's statutes and regulations, as amended from time to time.

ARTICLE 5 RELATIONSHIP

- 5.1 The Contract 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 explicitly otherwise agreed. National labour law may provide mandatory provisions, which cannot be amended by the Player and the Club and have to be taken into account.

- 5.2 The Contract must contain all rights and duties between the Player and the Club. No further contract should cover the employment relationship between the Player and the Club. If another contract exists or is signed at a later stage then the parties are obliged to refer to this Contract or to any subsequent employment agreement. Any additional contract related to the Contract must be sent to the professional league and/or the national association as elaborated in Article 3.2.
- 5.3 The Club employs the Player as a professional football player on the terms set out in the Contract.
- 5.4 The Contract shall be governed by the law chosen by the Club and the Player. Such a choice may not, however, have the result of depriving the Player of the protection afforded to him by provisions that cannot be derogated from by agreement under the law of the state where the Club is established.

ARTICLE 6 OBLIGATIONS CLUB

- 6.1 The Contract defines the Club's obligations towards the Player in conformity with this Article.
- 6.2 The Contract 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 collective bargaining agreement);
 - (f) Reimbursements for expenses incurred by the Player.
- 6.3 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.).
- 6.4 The Contract also regulates the financial impact in case of major changes of revenue of the Club (e.g. promotion/relegation).

- 6.5 The Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work applies. The Contract ensures that every youth player involved in its youth development programme has the possibility to follow mandatory school education in accordance with national law and that no youth player involved in its youth development programme is prevented from continuing their non-football education. This may also apply to prepare a second career after football (retirement).
- 6.6 The Club and the Player agree on the payment of taxes according to national legislation.
- 6.7 The Contract defines the paid leave (holidays). The minimum is four weeks in each 12-month period. Periods of paid leave must be agreed by the Club in advance and must be taken outside the regular football season. It has to be ensured that at least two weeks are taken consecutively. The Contract defines the length of the player's normal working day or week.
- 6.8 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.
- 6.9 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. The Council Directive 89/391/EEC applies, in particular provisions on risk assessment, preventive measures, as well as information, consultation, participation and training of players.
- 6.10 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.

ARTICLE 7 OBLIGATIONS PLAYER

- 7.1 The Contract defines the Player's obligations towards the Club in conformity with this Article.
- 7.2 The Contract 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 Clubs' 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.

7.3 The Player and Club agree on the payment of taxes according to national legislation.

7.4 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 Player and the Club agree on accepting an independent third opinion, which will be binding.

ARTICLE 8 IMAGE RIGHTS

8.1 The Club and the Player have to agree how the Players' image rights are exploited.

8.2 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 the whole squad.

ARTICLE 9 LOAN

9.1 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.

ARTICLE 10

PLAYER DISCIPLINE AND GRIEVANCE

- 10.1 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.
- 10.2 The Club fixes these rules and procedures as well as the sanctions including fines according to local agreement and standards.
- 10.3 If the Player violates any of the obligations to which he is subject under the Contract, the Club may impose a range of penalties, depending on the severity of the offence, according to these disciplinary regulations.
- 10.4 The Player has a right to appeal and the right to be accompanied/represented by the Club captain or a union representative.

ARTICLE 11 ANTI-DOPING

- 11.1 The Player and the Club comply with all relevant anti-doping regulations.
- 11.2 Doping is forbidden. Anyone who administers illegal substances or encourages doping in any way will be referred to the disciplinary bodies of the national association or the international governing bodies as appropriate.
- 11.3 The Club retains the right to also take any other measures against the Player found guilty of doping practices, whilst taking into account the principle of individual case management.

ARTICLE 12 DISPUTE RESOLUTION

- 12.1 The Contract fixes the process for disputes between the Player and the Club on issues not covered by the Contract.
- 12.2 Subject to national legislation and national collective bargaining agreements any dispute between the Club and the Player regarding the Contract shall be submitted to independent and impartial arbitration composed of equal representatives of each party (employer and employee) under the national association's statutes and regulations, or to CAS, where no national arbitration process which is deemed to be finale applies. Such decisions are final. Under the conditions mentioned in the FIFA Regulations for 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.]

ARTICLE 13
FOOTBALL REGULATIONS

- 13.1 The Football Regulations are the statutes, regulations and decisions of FIFA, UEFA, the national association and, where existing, the professional league.
- 13.2 The Club and the Player must comply with the statutes, regulations and decisions of FIFA, UEFA, the national association as well as the professional league (if existing) which form an integral part of the Contract – the Player and the Club acknowledge this through their signature.
- 13.3 The Club and the Player acknowledge that the above-mentioned Football Regulations may change from time to time.

ARTICLE 14
COLLECTIVE BARGAINING AGREEMENTS

- 14.1 The Club and the Player must comply with the national collective bargaining agreement if duly agreed by the national organisations representing employers and employees and the Club and the Player acknowledge this through their signature of the Contract.
- 14.2 The Club has, for example, to respect minimum wages for the Player if agreed in the national collective bargaining agreement.

ARTICLE 15
FINAL PROVISIONS OF CONTRACT

- 15.1 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 the Contract produced and to whom they are distributed;
 - (h) Definition of the annexes, which are an integral part of the Contract and distributed to the Player;

- (i) Any amendments, additions or deletions of the Contract are only valid if agreed in writing.
- 15.2 The Player and the Club agree on all relevant annexes (applicable and duly signed by both of them):
Annexes:
- Club rules (including, where applicable, Club Disciplinary Regulations).
 - Football Regulations.

ARTICLE 16 ANTI-RACISM AND DISCRIMINATION

- 16.1 The Clubs and the Player shall contractually commit to act against racism and other discriminatory acts in football.

ARTICLE 17 MORE FAVORABLE PROVISIONS

- 17.1 The Clubs and Players as well as the members of the Social Partners have the right to agree provisions deviating from this Agreement for the benefit of the Players. This can be done both in a national collective bargaining agreement and in an individual Contract.
- 17.2 Insofar as the Clubs and Players or the members of the Social Partners have agreed or agree employment conditions which deviate from the provisions contained in this Agreement in a manner favourable for the Player those favourable employment conditions remain in force.
- 17.3 The Agreement cannot in any circumstances undermine the collective or individual benefits of the Player vested prior to its entry into force.

ARTICLE 18 IMPLEMENTATION AND ENFORCEMENT

- 18.1 In the context of article 155 of the TFEU, this Agreement commits the Parties to use best endeavours to ensure the implementation at national level where possible, using the most appropriate legal instruments as determined by the relevant parties at national level in the European Union and the rest of the Territory. The aforementioned is without prejudice to the principle of subsidiarity, including but not limited to national legislation, existing collective bargaining agreements, standard contracts and club players contracts. The implementation of this Agreement shall take into account the applicable legal environment on sporting labour law and shall be in accordance with the procedures and practices specific to management and labour in the European Union Member States and in the remaining countries of the Territory.

- 18.2 Implementation of the Agreement will follow only after it has been approved and/or ratified by the appropriate Organs of the Parties (i.e. General Assembly, Congress etc.). The respective approval/ratification procedures for the Parties are set out in Annex 7.
- 18.3 This Agreement commits all Parties to use best endeavours to ensure its implementation in the rest of the Territory in accordance with Annex 8.
- 18.4 Any disagreement concerning the implementation process at national level must be resolved by negotiations at national level involving, where appropriate, input from the Contact Committee. The Contact Committee shall comprise 2 representatives from FIFpro Division Europe; 1 representative from the EPFL; 1 representative from the ECA and 1 representative from UEFA. The members of the Contact Committee shall be drawn from the Steering Committee of the European Social Dialogue Committee. The task of the Contact Committee is to assist the parties at national level to achieve effective implementation of this Agreement.
- 18.5 Member organisations will report on the implementation of this Agreement to the European Social Dialogue Committee. Annex 8 contains detailed provisions on reporting.
- 18.6 Implementation of this Agreement does not constitute valid grounds to reduce the level of employment conditions established at national level for Players, e.g. as established in national collective bargaining agreements or in individual Contracts.

ARTICLE 19 COMPLETE AGREEMENT AND REVISION

- 19.1 The Parties acknowledge that this Agreement constitutes the complete agreement of the Parties in relation to the Agreement and the subject matter of the Agreement. A Party may not vary the terms of this Agreement without obtaining the prior written approval of the other Parties.
- 19.2 The Parties can change the terms of this Agreement by negotiations within the framework of the European Social Dialogue Committee.
- 19.3 This Agreement shall not prejudice the right of the parties at national level to conclude agreements adapting and/or complementing the provisions of this Agreement in order to take into account exceptional circumstances. Such changes must be approved by the Steering Committee of the European Social Dialogue Committee with a view to guaranteeing the coherent implementation of the Agreement in the Territory.

ARTICLE 20 LENGTH OF AGREEMENT

- 20.1 This Agreement shall take effect from the signing date, being after the approval and/or ratification of the text by all appropriate Organs of the Parties and shall remain in force for four years. The Agreement will expire without any further notice.
- 20.2 The Parties have the obligation to negotiate a renewal of this Agreement in good faith according to the Rules of Procedure. These negotiations have to start at the latest one year before the expiry of the Agreement. The Parties shall make best endeavours to have a new agreement for a new period to be signed three months prior to its expiry.

**ARTICLE 21
ROLE OF UEFA**

- 21.1 UEFA, as the governing body of European Football, has a seat in the Social Dialogue Committee as an associate party defined in the Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector.
- 21.2 The Professional Football Strategy Council of UEFA will work together with the Social Dialogue Committee in accordance with the Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector.

**ARTICLE 22
SIGNATURES**

Thus drawn up and signed in Brussels, / 2011

For UEFA:

For EPFL:

For ECA:

For FIFPro Division Europe Division Europe:

Annex 1

Members EPFL

	Österreichische Fußball Bundesliga	AUT
	Pro League	BEL
	Bulgarian Professional Football League	BUL
	Divisionsforeningen	DEN
	The Premier League	ENG
	Veikkausliiga	FIN
	Ligue de Football Professionnel	FRA
	DFL Deutsche Fussball Liga GmbH	GER
	Super League Greece	GRE
	Lega Nazionale Professionisti	ITA
	Eredivisie NV	NED
	Norsk Toppfotball	NOR
	Polish Professional Football League	POL
	Liga Portuguesa de Futebol Profissional	POR
	Eircom League of Ireland	IRL
	Russian Football Premier League	RUS
	Scottish Premier League	SCT
	Liga Nacional de Futbol Profesional	ESP
	Foreningen Svensk Elitfotboll	SWE
	Swiss Football League	SUI
	Welsh Premier League	WLS
	Liga Profesionista de Fotbal	ROM

Associate members EPFL

	The Football League	ENG
	Union des Clubs Professionnels de Football	FRA
	Federatie Betaald Voetbal Organisaties	NED
	Association Professional Football Leagues	RUS
	Lega Pro	ITA
	Professional Football League of Ukraine	UKR

**EUROPEAN CLUB ASSOCIATION
2008-10**

		Ordinary Members					Associated Members				
July 09	Ranking	Association	N1	N2	N3	N4	N5	former members	others*		
27	1	England	Chelsea FC	Liverpool FC	Arsenal FC	Manchester United FC	Tottenham Hotspur FC			14	14
	2	Spain	FC Barcelona	Sevilla FC	Real Madrid CF	Villarreal CF	Valencia CF				
	3	Italy	AC Milan	FC Internazionale Milano	AS Roma	Juventus FC	US Città di Palermo				
	4	France	Olympique Lyonnais	Olympique de Marseille	AS Monaco FC	LOSC Lille Métropole					
	5	Germany	FC Bayern München	Werder Bremen	FC Schalke 04	Bayer 04 Leverkusen					
	6	Russia	FC Zenit St. Petersburg	PFC CSKA Moskva	FC Spartak Moskva	FC Lokomotiv Moskva					
27	7	Romania	FC Steaua București	FC Rapid București	SC Dinamo 1948 București					6	6
	8	Portugal	FC Porto	SL Benfica	Sporting Clube de Portugal						
	9	Netherlands	PSV Eindhoven	AZ Alkmaar	AFC Ajax						
	10	Scotland	Rangers FC	Celtic FC	Heart of Midlothian FC						
	11	Turkey	Fenerbahçe SK	Beşiktaş JK	Galatasaray SK						
	12	Ukraine	FC Shakhtar Donetsk	FC Dynamo Kyiv	FC Dnipro Dnipropetrovsk						
	13	Belgium	RSC Anderlecht	Club Brugge KV	R. Standard de Liège						
	14	Greece	Panathinaikos FC	Olympiacos CFP	AEK Athens FC						
	15	Czech Republic	AC Sparta Praha	SK Slavia Praha	FK Teplice						
	16	Switzerland	FC Basel 1893	FC Zürich							
	17	Bulgaria	PFC Levski Sofia	PFC Litex Lovech							
	18	Norway	Rosenborg BK	Vålerenga IF							
	19	Denmark	FC København	Brøndby IF							
	20	Austria	FK Austria Wien	SK Rapid Wien							
	21	Serbia	FK Partizan	FK Crvena Zvezda							
22	Israel	Maccabi Haifa FC	Hapoel Tel-Aviv FC								
23	Sweden	Helsingborgs IF	IF Elfsborg								
24	Slovakia	MFK Petržalka	MFK Ružomberok								
25	Poland	Wisła Kraków SA	KSP Polonia Warszawa								
26	Hungary	Ferencvárosi TC	Debreceni VSC								
27	27	Croatia	NK Dinamo Zagreb							14	14
	28	Cyprus	Anorthosis Famagusta FC								
	29	Slovenia	NK Domžale								
	30	Finland	Tampere United								
	31	Latvia	FK Ventspils								
	32	Bosnia-Herzegovina	FK Željezničar								
	33	Lithuania	FK Ekranas								
	34	Moldova	CSF Zimbru Chișinău								
	35	Republic of Ireland	Derry City FC								
	36	F.Y.R. Macedonia	FK Rabotnički								
	37	Iceland	FH Hafnarfjörður								
	38	Georgia	FC Dinamo Tbilisi								
	39	Liechtenstein	FC Vaduz								
	40	Belarus	FC BATE Borisov								
	41	Estonia	FC Levadia Tallinn								
	42	Azerbaijan	Olimpik-Shuvalan PFC Baku								
	43	Albania	KS Dinamo Tirana								
	44	Armenia	FC Pyunik								
	45	Kazakhstan	FK Aktobe								
	46	Northern Ireland	Linfield FC								
	47	Wales	Llanelli AFC								
	48	Faroe Islands	NSÍ Runavík								
	49	Luxembourg	F91 Dudelange								
	50	Malta	Valletta FC								
	51	Andorra	FC Santa Coloma								
	52	Montenegro	FK Budućnost Podgorica								
	53	San Marino	SS Murata								
103											
144											41

New ordinary members

* includes previous UCL winners, current UCL participants and successful applicants

Annex 3

FIFPro Division Europe

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e-mail: info@fifpro.org
website: www.fifpro.org

MEMBERS OF FIFPRO DIVISION EUROPE

- AS OF 1 JUNE 2009

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1090 WIEN
Austria

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Belgium

BULGARIA

ASSOCIATION OF BULGARIAN FOOTBALLERS
38, Evlogi Georgiev Blv.
National Stadium Vasil Levski
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Bulgaria

CYPRUS

PANCYPRIAN FOOTBALLERS ASSOCIATION
48, Themistokli Dervi Street, Office 202
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Cyprus

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ENGLAND

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PANHELLENIC PROFESSIONAL FOOTBALL PLAYERS ASSOCIATION (PSAP)
Patisson street 128
11257 ATHENS
Greece

HUNGARY

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IRELAND

PROFESSIONAL FOOTBALLERS' ASSOCIATION OF IRELAND (P.F.A.I.)
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National Sports Campus
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DUBLIN 15
Ireland

ISRAEL

ISRAEL FOOTBALL PLAYERS ASSOCIATION
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THE NETHERLANDS

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NORWAY

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POLAND

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PORTUGAL

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ROMANIA

ASSOCIATION OF PROFESSIONAL AND AMATEUR PLAYERS (A.F.A.N.)
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BUCHAREST
Romania

RUSSIA

UNION OF FOOTBALL PLAYERS AND COACHES
15, Petrovsky Blvrd.
127051 MOSCOW
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RULES OF PROCEDURE FOR THE EUROPEAN SECTORAL SOCIAL DIALOGUE COMMITTEE IN THE PROFESSIONAL FOOTBALL SECTOR

Preamble

In accordance with article 1 of Commission Decision 98/500/EC of 20 May 1998,

FIFPro Division Europe (hereafter named FIFPro)

and

EPFL – ASSOCIATION OF EUROPEAN PROFESSIONAL FOOTBALL LEAGUES

jointly submitted on 10 December 2007 a request to the Commission for the establishment of a Social Dialogue Committee in the Professional Football sector (the “Committee”).

In a letter dated 13 March 2008, the Commission confirmed that the conditions for the creation of a Social Dialogue Committee in the Professional Football sector existed.

By application of article 5.1 of the aforementioned Commission Decision, which states that “each Committee shall, together with the Commission, establish its own rules of procedure”, the Internal Rules of Procedure for the Committee are set out below.

FIFPro Division Europe is the representative of the players and the EPFL is the representative of the employers in the European Social Dialogue. The European Club Association (ECA) is also in the process of becoming a representative of the employers, with the full support of all the parties.

The EPFL and FIFPro, as the social partners, agree to the involvement in this Dialogue of the Union des Associations Européennes de Football (UEFA) as an associate party in the Committee, in accordance with these Rules of Procedure. The ECA shall also participate as an associate party until such time as it is formally recognised as a social partner.

Article 1 - (Objectives)

The Committee's objectives are to:

- Deliver opinions on labour matters to the Commission on initiatives with regard to social and employment policy and the development of European policy having consequences in the professional football sector;
- Reach agreements with regard to the aforementioned areas in accordance with articles 138 and 139 of the EC Treaty ; and

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- Encourage and develop the social dialogue at sectoral level.

Article 2 - (Activities)

In order to achieve these objectives, the Committee shall:

- Work in a spirit of co-operation and consensus;
- Meet in plenary session at least once a year;
- Adopt in plenary a multi-annual work programme; the work programme for 2008 and 2009 is set out in Annex 1 to these Rules of Procedure.
- Organise the implementation of the work programme in a flexible manner, establishing a Steering Group and as necessary working groups on specific subjects;
- Promote the discussion and/or implementation, for instance, of policies, statements, recommendations and agreements adopted by the Committee;
- Regularly evaluate and update its work programme in accordance with the agreed procedure;
- Liaise closely with the Commission Secretariat and include Commission officials in its discussions as appropriate;
- Work in harmony with the Professional Football Strategy Council and submit any item for discussion in the Committee to the Strategy Council for agreement beforehand.

Article 3 - (Composition and expense of the Committee)

- The Committee will be composed by up to a maximum of 54 representatives. In the case that one side of industry is represented by more than one European social partner organisation, these organisations agree in consensus on an appropriate repartition of the 27 representatives. In the meantime, the number of additional representatives from the associate parties will be 5 per party.
- The Commission will invite the European social partner organisations and the associate parties to the meetings of the Committee.
- The European social partner organisations will coordinate respectively the employers' and workers' delegations and invite their representatives to the various meetings and activities of the Committee, Steering Group (as defined below) and Working Groups. The associate parties coordinate and invite their respective delegations.
- No remuneration shall be paid to Committee members in respect of functions exercised or as regards participation in meetings.
- Accommodation and travel expenses will be reimbursed in accordance with the Commission's rules and procedures.

Article 4 - (Chairperson and Vice Chairperson)

- The Committee will agree a Chairperson and a Vice-Chairperson. The social partners agree to invite the UEFA President to chair the Committee. The Vice-Chairperson will alternate between the social partners at yearly intervals.
- The Chairperson and, in his/her absence, the Vice-Chairperson will conduct the meetings of the Committee and present the agenda.

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- In the event that the Chairperson or Vice-Chairperson become no longer engaged in the work of his or her organisation or the Committee, a successor will be appointed by the respective organisation for the remainder of the term.

Article 5 - (Steering Group)

- The Committee will establish a Steering Group whose function shall be to prepare and coordinate the meetings of the Committee in liaison with the Commission's services. This Group shall be comprised of members appointed by both the social partners and the associated parties. The Steering Group will agree its detailed working methods.
- The Steering Group will comprise of up to 6 representatives from each side. The number of additional representatives from the associate parties will be 2 per party.
- The Steering Group will meet at least three times a year in accordance with the requirements of the Committee.

Article 6 - (Secretariat)

- The Commission shall provide the Secretariat for the Committee, the Steering Group and the Working Groups.
- The Secretariat shall inform the social partners as well as the associate parties of documents relating to the sector and forward texts adopted by the Committee to relevant Commission services

Article 7 - (Confidentiality)

Without prejudice to the provisions of Article 287 of the Treaty, if the Commission informs the Committee that the opinion requested relates to a subject that is confidential, members undertake not to disclose information they may receive through their work in the Committee, working groups or in the Steering Group.

Article 8 - (Entry into force of Rules)

The Internal Rules of Procedure will enter into force on adoption by the Committee.

Article 9 - (Operation of the Committee)

- It shall be the responsibility of the Steering Group to agree agendas for Committee meetings after due consultation with the Professional Football Strategy Council.
- It shall be the joint responsibility of the Chairperson, the Secretariat and the Steering Group to ensure that all necessary documentation (including, without limitation, agreed agendas) are remitted to the members of the Committee, Steering group and/or Working Groups at least 10 days prior to the respective meetings.
- As soon as practicable after each meeting of the Committee and/or Steering Group and/or Working Group, the Secretariat will draft the minutes of the respective meeting, and send them, together with any documentation agreed upon at the meeting, to the respective secretariats of the European social partners and the associate parties for internal approval.

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- The Secretariat shall make the minutes and other related documentation available to signatory parties and to the public, unless decided otherwise by the social partners on a case-by-case basis.
- Decisions shall be taken by consensus.

Article 10 - (Review)

These Internal Rules of Procedure may be reviewed as appropriate. Any changes shall be made by consensus of the social partners and in agreement with the Professional Football Strategy Council.

Adopted on 1 July 2008, in Paris, France

On behalf of the EPFL:



Frédéric Thiriez
Vice Chairman

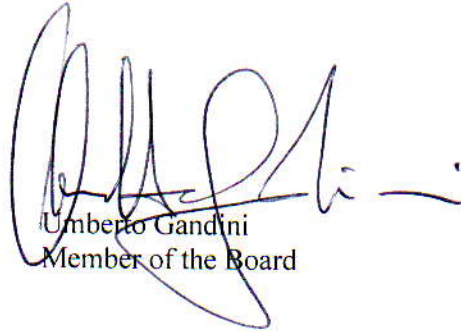


Emanuel Macedo de Medeiros
Chief Executive Officer (CEO)

On behalf of ECA:



Jean-Michel Aulas
Member of the Board



Umberto Gandini
Member of the Board

On behalf of FIFPro-Division Europe:



Philippe Piat
President

On behalf of UEFA:



Gianni Infantino
Deputy Secretary General



Annex:

European Social Dialogue Committee in the Professional Football Sector

Work Programme 2008- 2009

Introduction

Under the rules of procedure of the European Sectoral Social Dialogue Committee in the Professional Football Sector this work program sets the framework for the coming two years.

This work program sets out the strategy and goals we want to achieve and the themes to jointly react on.

The Committee may address, however, other issues of relevance to the sector that are not included in this work programme, as agreed by the EPFL, FIFPro-Division Europe, ECA and UEFA from time to time.

EPFL, FIFPro Division Europe, ECA and UEFA accept the social dialogue as a valid instrument for the implementation of agreements on labour matters reached within the Professional Football Strategy Council.

Objectives

The EPFL, FIFPro-Division Europe, ECA and UEFA shall aim to strengthen the possibilities of social partners to shape the future developments regarding employment in the professional football sector and to articulate European levels of social dialogue.

The EPFL, FIFPro-Division Europe, ECA and UEFA shall in particular:

- Discuss and, where agreed, promote and develop the concept of “the European Professional Football player contract minimum requirements” (hereafter called MRSPC) throughout the European Union Member States. It is not the intention to reduce the existing level of minimum employment conditions put already in place in different European Member States. It is noted that implementation has to take into account the principle of subsidiarity and the legal environment on labour law, which differs from country to country.
- Conduct studies and hold conferences, workshops and round tables in the year 2008 in new member states or candidate countries.

EPFL, FIFPro Division Europe, ECA and UEFA agree on the following procedure for additional items for discussion within (EU) social dialogue:

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- a) the item is submitted to the European football dialogue within the Professional Football Strategy Council;
- b) once agreed by the Professional Football Strategy Council the item may proceed to any formal (EU) social dialogue.

Who is doing what?

Issues	Methodology/who	Output
Players' Contract Minimum Requirements	Working Group / Steering Group	Discussion and approval of the Players' Contract Minimum Requirements and implementation at the EU and national level

Professional Football Strategy Council agreement on (EU) social dialogue

With reference to the relevant articles of the existing Memorandums of Understanding between UEFA and the clubs, leagues and players, the following agreement is made between the ECA, EPFL, FIFPro Division Europe and UEFA regarding social dialogue.

1. ECA, EPFL, FIFPro Division Europe and UEFA accept the social dialogue as a valid instrument for the implementation of agreements on labour matters reached by the Professional Football Strategy Council.
2. ECA, EPFL and FIFPro Division Europe recognise UEFA's involvement (with the UEFA President as chairperson) in any formal EU Social Dialogue even though UEFA's primary role is not that of a social partner.
3. The parties recognise that FIFPro Division Europe is the representative of the players in any formal EU Social Dialogue and that the EPFL and the ECA are the representatives of the employers in any formal EU Social Dialogue. It is noted that the ECA, as an organisation of employers, is still in the process of achieving formal status as a social partner with the full support of all the parties.
4. The Player Contract Minimum Requirements (as agreed) shall be the item to be discussed within the European social dialogue in football.
5. ECA, EPFL, FIFPro Division Europe and UEFA agree on the following procedure for additional items for discussion within (EU) social dialogue:
 - a) the item is submitted to the European football dialogue within the Professional Football Strategy Council;
 - b) once agreed by the Professional Football Strategy Council the item may proceed to any formal (EU) social dialogue;
 - c) any necessary additional documents or agreements (for example any Rules of Procedure, working plan, working program, etc for any European Sectoral Social Dialogue Committee) will be agreed by all four parties in due course.
6. Under the above conditions ECA, EPFL, FIFPro Division Europe and UEFA agree to start the "European Sectoral Social Dialogue in the Professional Football Sector", in accordance with rules of procedure to be agreed between the four parties and approved by the European Commission.
7. Finally, ECA, EPFL, FIFPro Division Europe and UEFA encourage the development of collective bargaining agreements on a national level, where appropriate, and with respect to the general principles of subsidiarity.

European Club Association (ECA)

European Professional Football
Leagues (EPFL)

FIFPro Division Europe

U E F A

Manchester, 14 May 2008

ANNEX 6

Definition of football levels/leagues and contracts covered by Agreement on MRSPC

This Annex defines the football levels/leagues and the contracts which will be covered by the Agreement on MRSPC.

All contracts that are covered by a national collective bargaining agreement are also covered by the Agreement.

The Agreement will in addition apply to all contracts in the clubs in football levels/leagues in the Territory with full-time professional players; with partially full-time and partially part-time professional players; or a majority of partially part-time professional players before amateur players. These three levels are indicated with green, yellow and white.

Green = football levels/leagues containing only all full-time professional players

Yellow = football levels/leagues containing partially full-time and partially part-time professional players

White = football levels/leagues containing partially part-time professional players

In the current form, this annex 6 is not complete. The Parties undertakes country-by-country to finalize the list of levels/leagues covered in accordance with the intentions indicated above.

The Parties will revise the list from time to time during the course of the Agreement.

* * *

COUNTRY	D1	D2	D3	NAME OF LEAGUE ORGANISATION							
					D1	D2	D3	D4	D1	D2	D3
ALB				NO LEAGUE							
AND				NO LEAGUE							
ARM				NO LEAGUE							
AUT				Österreichische Fussball Bundesliga	20	10	12 (2009/10) 10 (from 2010/11)		All full-time professional players	Partially full-time, partially part-time professional players	
AZE				Premier Football League	12	14 (really 12)	8		All full-time professional players		
BLS				NO LEAGUE							
BEL				Pro League	16	16			All full-time professional players	Partially full-time, partially part-time professional players	Partially part-time, partially amateur players
BEL				Ligue Nationale de Football	11					Partially full-time, partially part-time professional players	
BIH				NO LEAGUE							

BUL				Bulgarian Professional Football League	48	A = 16	B EAST = 16 B WEST = 16		All full-time professional players	All full time professional players	Partially part-time, partially amateur players
CRO				Association of Professional Clubs of the First Croatian Football League	16	16			All full-time professional players	Partially full-time, partially part-time professional players	Partially part-time, partially amateur players
CYP				NO LEAGUE							
CZE				Gambrinus Liga	32	16	16		All full-time professional players	All full-time professional players	
DEN				Divisionsforeningen	56	12	16	Two groups of 14 each	All full-time professional players	Partially full-time, partially part-time professional players	Partially part-time, partially amateur players
ENG				The FA Premier League	20	20			All full-time professional players		
ENG				The Football League	72	24	24	24	All full-time professional players	All full-time professional players	All full-time professional players
ESP				Liga Nacional de Fútbol Profesional	42	20	22		All full-time professional players	All full time professional players	
EST				NO LEAGUE							
FRO				NO LEAGUE							

FIN				Finnish Football League	14	14			Partially full-time, partially part-time professional players		
FRA				Ligue de Football Professionnel	40	20	20		All full-time professional players	All full time professional players	
GEO				Georgian Professional Football League	12	10	15		All full-time professional players	Partially full-time, partially part-time professional players	
GER				Deutsche Fussball-Liga	36	18	18		All full-time professional players	All full-time professional players	Partially full-time, partially part-time professional players
GRE				Super League Greece	16	16			All full-time professional players		
GRE				Professional Football League B - C Division	54	18	18	18	No answer	No answer	No answer
HUN				NO LEAGUE							

IRL			Football Association of Ireland	22	10	12	5 clubs are with All full-time professional players; 2 clubs have partially full-time and partially part-time; 3 clubs have partially part-time and partially amateur	1 club has all full time professional players; 11 clubs are partially part-time and partially amateur players	
ISL			NO LEAGUE						
ISR			NO REPLY						
ITA			Lega Nazionale Professionisti	42	20	22	All full-time professional players	All full time professional players	
ITA			Lega Italiana Calcio Professionistico (Lega Pro)	90	36	54	Partially professional, partially amateur	Partially professional, partially amateur	
KAZ			National Football League	28	14	14	All full-time professional players	All full-time professional players	
LAT			NO LEAGUE						
LIE			NO LEAGUE						
LTU			NO LEAGUE						
LUX			NO LEAGUE						
MKD			NO REPLY						
MLT			NO REPLY						

MDA				NO LEAGUE								
MNE				NO LEAGUE	12					Partially full-time, partially part-time professional players	partially part-time, partially amateur players	
NED				Eredivisie CV	18	18				All full-time professional players	Partially full-time, partially part-time professional players	
NIR				NO REPLY								
NOR				Norsk Toppfotball	32	16	16			All full-time professional players	All full-time professional players	
POL				Ekstraklasa SA	16	16				All full-time professional players		
POR				Liga Portuguesa de Futebol Profissional	32	16	16			All full-time professional players	All full time professional players	
ROM				Ligue Professionnel de Football	18	18	2 x 18 clubs	6 x 18 clubs		All full-time professional players	Partially full-time, partially part-time professional players	Partially part-time, partially amateur players
RUS				Russian Premier Football League	16					No answer	No answer	No answer

RUS				Association of Professional Football Leagues	101	20	WEST: 19 EAST: 10 CENTER: 17 SOUTH: 19 URALS: 16		All full-time professional players	All full-time professional players	All full-time professional players
SMR				NO LEAGUE							
SCO				The Scottish Premier League	12				All full-time professional players		
SCO				The Scottish Football League	30	10	10	10	Partially full-time, partially part-time professional players	Partially full-time, partially part-time professional players	Partially full-time, partially part-time professional players
SRB				Union of Football Clubs of Super League	16				All full-time professional players		
SVK				League Clubs Union	23	12	12		All full-time professional players	Partially full-time, partially part-time professional players	
SVN				The Union of the First Slovenian Football League	10				All full-time professional players		
SWE				Föreningen Svensk Elitfotboll	32	16	16		All full-time professional players	Partially full-time, partially	

									part-time professional players		
SUI				Swiss Football League	26	10	16		All full-time professional players	Partially full-time, partially part-time professional players	
TUR				Association of Turkish Super League Clubs	18	18			All full-time professional players	All full-time professional players	All full-time professional players
UKR				Union of Professional Football Clubs of Ukraine "Premier League"	16	16			All full-time professional players		
UKR				Professional Football League of Ukraine	43 clubs represented by 44 teams		1 liga = 18 teams	2 liga = 26 teams (12 in Group A & 12 in Group B)		All full-time professional players	All full-time professional players
WAL				The Football League of Wales Limited	18	18			Partially full-time, partially part-time professional players		

Annex 7 – Approval/Ratification procedures

Whereas the Rules of Procedure for the European Sectoral Social Dialogue Committee in Professional Football provide that the Committee's objectives are, *inter alia*, to reach agreements regarding social and employment policy matters in the sphere of professional football and to work in harmony with, and submit proposals to, the Professional Football Strategy Council for these purposes;

Whereas any such agreements should be approved and or ratified by the appropriate Organs of the Parties;

Whereas the respective approval/ratification procedures for the Parties are as follows:

FIFpro Division Europe

[INSERT procedures]

EPFL

[INSERT procedures]

ECA

[INSERT procedures]

UEFA

Review in relevant Committees

- Legal Committee
- Players' Status Committee
- National Associations Committee
- Club Licensing Committee
- HatTrick Committee

Approval by UEFA Executive Committee

Approval by UEFA Congress

Annex 8 – Implementation and enforcement

Compromise proposal HW 24 January 2011 based on comparison of "employers November 2010 and FIFPro January 2011"

In accordance with article 18 of the Agreement, the Parties will severally and jointly use best endeavours to ensure the implementation of this Agreement as follows:

- 1.1 In particular, the members of the Social Partners will implement this Agreement in Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Netherlands, Portugal, Spain, Sweden, England, N.Ireland, Wales, Scotland, as well as in Switzerland and Norway within one year after the date of signature of the Agreement.
- 1.2 In particular, the members of the Social Partners will implement this Agreement in Bulgaria, Greece/Cyprus, Hungary, Poland, Romania, and Slovenia within 2 (or 3) years after the date of signature of the Agreement.
- 1.3 In the remaining countries the Agreement should be implemented no later than three years after the date of signature of the Agreement.
- 1.4 The Parties have individually the right to postpone the deadline for all countries mentioned in articles 1.2 and 1.3 . A party doing this has to consult the rest of the Parties to the Agreement before effecting the postponement. All Parties to this Agreement have to agree on the duration of the postponement.
- 1.5 While implementing the Agreement the members of the Social Partners shall take into account the role of other relevant parties if applicable. In case a national collective bargaining agreement exists, the Agreement shall be implemented in the national collective bargaining agreement.

In case no national collective bargaining agreement exists at national level, then the parties at national level will evaluate the most appropriate and effective implementation method. In many countries this could be the creation of a national collective bargaining agreement, and it is recognised that the establishment of credible and effective social partner organisations and collective bargaining structures is, all things being equal, a desirable method, although not necessarily suitable for all countries. Alternatively, other methods may be more effective and/or appropriate and the parties at national level will use best endeavours to find and use the most effective implementation method, for example, implementation by agreement or by football regulations. The most effective implementation method will be analysed in detail during the visits mentioned in article 2.1 below.

- 2.1 A "European Professional Football Social Dialogue Taskforce" (the Taskforce) will be formed. This taskforce would comprise experts from each of the four

parties, plus FIFA (if FIFA as expected will accept an invitation to join this taskforce). This taskforce will refer to the Steering Committee and the Professional Football Strategy Council and have the assignment to coordinate the promotion and implementation of the Agreement in close cooperation with the Parties on a country-by-country basis.

The taskforce will visit selected individual countries to meet with national representatives from each of the four parties (where existing). The composition of the taskforce would be flexible in order to allow FIFPro, ECA, EPFL, FIFA or UEFA to appoint the most appropriate person(s) for each visit. In principle, the social partners and the local national association would be responsible for coordinating the meetings at national level.

In principle, the meetings would be attended by each of the following organisations:

1. FIFA
2. UEFA
3. National association
4. EPFL
5. National league (where existing)
6. FIFPro Division Europe
7. National players' union (where existing)
8. ECA
9. Local ECA member club(s)

The purpose of these visits would be to discuss and agree the best way, on a national level, to implement the player contract minimum requirements in that particular country in accordance with this Agreement. The group will use best endeavours to convince the national parties to buy in to the Agreement. The visits would also be able to address other key issues of importance for professional football in Europe such as the national dispute resolution chambers.

2.2 The Taskforce can chose as an alternative to organise regional meetings, with 2 or more countries involved at the same time/location.

2.3 Indicative programme of visits:

Timescale (2011)	Visit
March	3
April	3
May	3
June	3
September	3
October	3

November	3
December	3

- 2.4 Based on the results of the Social Dialogue Working Group “Implementation” the European Professional Football Social Dialogue Taskforce will as a priority hold joint meetings in the following countries:

Bulgaria, Czech Republic, Greece/Cyprus, Hungary, Poland, Romania, Russia, Slovenia Serbia/Croatia, Turkey, Ukraine

Hereafter the rest of the countries in the UEFA Territory will be addressed, being the following countries:

Albania, Andorra, Armenia, Azerbaijan, Bosnia-Herz., Belarus, Estonia, Faroe Islands, Georgia, Iceland, Israel, Kazakhstan, Liechtenstein, Lithuania, Luxembourg, Latvia, Moldova, Macedonia, Malta, Montenegro, San Marino, Slovakia

- 2.5 The European Professional Football Social Dialogue Taskforce will prepare and adopt a quarterly table summarising the on-going implementation of the Agreement. This will be done for the first time in May 2012. A full report on the implementation actions taken will be prepared to the Steering Committee and the Professional Football Strategy Council and discussed and adopted by the Social Dialogue Committee ultimo 2012 and again ultimo 2013.