

**PLAYER CONTRACT**

entered into by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

herein referred to as the 'Club',

and

\_\_\_\_\_

born on \_\_\_\_\_

domiciled at \_\_\_\_\_

\_\_\_\_\_

herein referred to as the 'Player'.

**I. Subject Matter**

1. The Player is engaged by the Club as a professional football player under the terms and conditions specified in this Contract. This Contract is subject to the labour and social law regulations for workers.
2. Moreover, the parties agree that this Contract is subject to the statutes of the Austrian Football League (Österreichische Fußball-Bundesliga), all implementing regulations of the Austrian Football League for the highest and second highest division, the statutes and special regulations of the Austrian Football Association (ÖFB), the regulations applicable to clubs and players affiliated with the Austrian Football Association as well as the regulations of the Fédération Internationale de Football Association (FIFA) and the Union of European Football Associations (UEFA) as amended from time to time if these are relevant for the present Contract.
3. This Contract comes within all provisions of the collective agreement as amended from time to time signed between the Austrian Football League and the Austrian Trade Union Federation (ÖGB), the Union of Municipal Employees, Art, Media, Sport and Freelance Workers (yunion), on behalf of the Specialist Group of Football Players (Fachgruppe Vereinigung der Fußballer) unless the collective agreement specifies any transitional provisions.

## **II. Obligations of the Player**

1. In addition to the provisions of the collective agreement as amended from time to time the Player agrees:
  - a) to obey the instructions of the Club, especially of the sport management, by all means. The Player agrees that it is exclusively upon the sport management of the Club, especially the coach, to decide if he plays in the highest or second highest division, and that he is obliged to take part in matches of the amateur team if he is instructed to do so by the sport management of the Club, especially by the coach. The Player does not have any entitlement to play in the first representative team or amateur team nor to be engaged in a special function or position. The Player is not entitled to claim any rights from the fact that he did not play or that he played in the amateur team or in any function or position he did not want. Discriminatory special treatment of the Player shall be prohibited.
  - b) to treat with care all standardised clothes and any equipment made available to the Player for the term of the Contract. Any and all clothes and equipment shall remain the property of the Club.
  - c) to make publicity for all sponsors and commercial partners of the Club. No publicity whatsoever which is in conflict with the economic interests of the Club shall be permitted.
  - d) to show public and private conduct in a manner which does not compromise the reputation of the Club, the associations and the sport of football in general. Public statements, especially interviews for TV, radio and the press, require the prior authorisation of the Club if the player had the opportunity to obtain this authorisation. Statements to external persons about private affairs of third parties and internal affairs of the Club shall be neither permitted for the Player nor for the Club.

The Club agrees to provide at its own expense all prerequisites which are customary and may be necessary for the Player to perform any and all obligations listed above.

2. The Club accepts a secondary activity of the Player as \_\_\_\_\_ as from \_\_\_\_\_. The working capacity of the Player may not be compromised by a secondary activity.

*(Optional clause for U19 players)*

3. The Club grants the Player the possibility, by all means until the end of his authorisation as a youth player, to attend a vocational training programme which does not affect the Player's work obligations.

## **III. Personal Rights**

1. The Player grants the Club the authority, which shall be restricted to the subject matter of this Contract, to use his name, his picture, his voice and biographical material especially for marketing purposes worldwide and without any limitation in time. The usage shall also include the right of exploitation, publication, reproduction, dissemination, broadcast, immaterial communication, in whole and/or in part, and for any other use (irrespective of whether it is now known or hereafter invented), especially also on the internet or other new media.
2. The Club has the right to assign these rights in whole or in part to contract partners of the Club, to grant sub-licences and/or exploitation rights and/or exploitation licences as well as to exercise these rights itself or through third parties.
3. At all times the Player agrees to make available to the Club and to let the Club use his autograph signature in the original, as a facsimile or in printed form for publicity purposes

and/or as a reproduction on souvenir and sale items provided by the Club – if applicable also in connection with the advertisement activities of third parties.

4. All proceeds from publicity activities and advertisement shall be exclusively payable to the Club and fully compensated by the amounts specified in Clause IV.
5. The exploitation of other earnings, e.g. from interviews, literary activities and other secondary activities, is permitted for the Player with the consent of the Club. The consent may be withheld by the Club only if the employment relationship is directly concerned. A given consent may be withdrawn on reasonable grounds.
6. The Player notes that failure to perform the obligations hereunder may represent a material reason for the premature termination of the Player Contract (dismissal).
7. Clauses III 1, 2, 3 and 4 shall remain unaffected by a termination of the Contract.

#### **IV. Working Hours and Remuneration**

1. The regular working hours of the Player shall be \_\_\_\_\_ hours a week and shall be split from Monday to Sunday based on specifications of the Club.
2. The Player will receive a monthly remuneration (fixed salary) in the amount of EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_), payable 14 times per year.
3. In addition, the Player will receive a variable remuneration (bonus) for matches in the national league championship in the highest (*or*) second highest division

for a victory (3 points) in the amount of EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

for a draw (1 point) in the amount of EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

These bonuses shall be due only if the Player played at least \_\_\_\_\_ of the match.

If the Player played less than \_\_\_\_\_ in a match, he will receive \_\_\_\_\_% of these bonuses.

If the Player played less than \_\_\_\_\_ minutes, he will receive \_\_\_\_\_% of these bonuses.

If the Player was not mentioned in the match report, he will not receive any bonuses.

The Player will receive the following bonuses:

National championship victory EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

Cup victory EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

Qualification for UEFA EL EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

Participation in UEFA EL EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

Qualification for CL EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

Participation in CL EUR \_\_\_\_\_ gross (in words: \_\_\_\_\_)

4. The Player is entitled to receive the variable remuneration (bonuses) specified in Clause IV.3. if the employment relationship between the Player and the Club is effective at the time when the mentioned objectives are achieved. The Player shall not be entitled to receive this remuneration in particular if the employment relationship is interrupted by a loan contract at the time of achieving the objectives.
5. The payment of the fixed salary as well as the bonuses shall be made monthly on the 10th of each following month.  
(or)  
The fixed salary shall be due on the 5<sup>th</sup> of the following month.
6. The Player has to immediately notify the Club of an account at an Austrian bank institute to which the Club can remit the monthly payments due in full satisfaction of debt. Until the Club has been notified of such an account, the Player has to collect all payments from the Club.
7. The remuneration set out in Clause IV.2. and 3. shall be deemed to compensate the Player for any and all services whatsoever.
8. The Corporate Provision Funds Act (*Mitarbeitervorsorgegesetz*) shall apply to the entitlement to severance payments to be made as part of this employment relationship. The Corporate Provision Fund ('Severance Fund'), which is uniform for the entire company, is  
\_\_\_\_\_.

#### **V. Prevention from Performing Duties**

1. If, in the event of illness or accident, the Player is prevented from performing his obligations hereunder, he has to notify the Club without delay, i.e. on the date when the illness or accident occurred, in writing or by telephone. The notification has to be addressed to the head office of the Club. No notification is necessary if the illness or accident has been diagnosed by the doctor approved by the Club. The Player has to appear for all ordered duties even in the event of the Player's inability to attend training or play unless he is unable to appear for health reasons.
2. If a prevention from performing his duties which has not been diagnosed by the doctor who is approved by the Club lasts more than 3 days, the Player has to produce a confirmation either from a doctor licensed by the health insurance with which he is affiliated, the doctor approved by the Club, or a medical health doctor which provides information about the prospective duration of his incapacity for work. Such confirmation has to reach the Club by the 4<sup>th</sup> day of his prevention from performing his duties at the latest. The Club may also request such a confirmation if the prevention from performing his duties lasts less than 3 days.

Moreover, this Contract is subject to the regulations of the Act on Continued Payment of Remuneration (*Entgeltfortzahlungsgesetz or EFZG*) or the Salaried Employees Act (*Angestelltengesetz or AngG*) as well as the collective agreement as amended from time to time.

3. If the Player fails to comply with the above-mentioned obligation to notify and produce evidence, he will forfeit the right to continued payment of remuneration.

#### **VI. Continued Payment of Remuneration**

The provisions of the collective agreement as amended from time to time will apply to this Contract.

## VII. Annual Leave

In addition to the provisions of the collective agreement as amended from time to time it is agreed that the remaining days of the annual leave have to be consumed during a possible period of notice or a decided leave of absence at the end of the term of the Contract.

## VIII. Term and Termination

1. The contractual relationship shall take effect upon fulfilment of the below-mentioned conditions on \_\_\_\_\_ and terminate on \_\_\_\_\_ or at the end of the day of the last competitive match of the season \_\_\_\_\_ if it is held after \_\_\_\_\_:
  - *(optional clause)* Release by the former club so that the Player is entitled to play for the Club by \_\_\_\_\_ at the latest.
  - Positive medical test of the Player by a doctor approved by the Club which confirms that the Player meets the physical and medical requirements of a professional football player.
  - In the event that the Player needs a work permit and is subject to the Foreign Nationals Employment Act (*Ausländerbeschäftigungsgesetz*), the issue of the work permit and compliance with all regulations of the Foreign Nationals Employment Act are required.
  
2. *(Optional clause)* The Club has the option to extend the present Contract until \_\_\_\_\_ under the following terms and conditions by registered letter sent by \_\_\_\_\_ (date of postmark). In accordance with the Club's possibility to extend the Contract, the Player will receive \_\_\_\_\_.
 

*(Optional clause)* In such an event, the fixed salary is increased by \_\_\_\_\_ for the period of time exceeding the original term of the Contract. The bonuses for this period of time will be increased by \_\_\_\_\_.
  
3. The present Contract applies both to the highest and to the second highest division of the Austrian Football League.
  
4. *(Optional clause)* In the event that the Club, for whatever reasons, is only entitled to play in the second highest division of the Austrian Football League, all financial claims of the Player against the Club shall be reduced by \_\_\_ % (in words: \_\_\_\_\_ per cent).
  
5. *(Optional clause)* In the event that the Club advances to the highest division of the Austrian Football League, all financial claims of the Player against the Club shall increase by \_\_\_ % (in words: \_\_\_\_\_ per cent).
  
6. *(Optional clause)* In the event that the Club, for whatever reasons, is no longer entitled to play in the Austrian Football League – irrespective of whether in the highest or second highest division – the Player's employment contract with the Club shall expire.
 

*(or)*

In the event that the Club, for whatever reasons, is no longer entitled to play in the Austrian Football League – irrespective of whether in the highest or second highest division – the Player's employment contract shall in principle remain valid, but all financial claims of the Player against the Club shall be reduced by \_\_\_ % (in words: \_\_\_\_\_ per cent).
  
7. The Club is entitled to terminate the Contract at any time on reasonable grounds. Reasonable grounds which authorise the Club to terminate this Player Contract immediately and thus to discharge the Player are, in particular, the following transgressions:
  - failure to comply with material contractual obligations;
  - use of illegal doping substances and drugs, excessive consumption of alcohol in public;

- acts of violence against persons involved in the match;
  - any criminal offence;
  - any participation whatsoever in betting and/or match fixing in connection with matches of the Austrian Football League.
8. The Player is entitled to terminate his contract prematurely under the following circumstances:
- if the Player becomes unable to continue to perform his duties or unable to continue to perform his duties without detriment to his health or morals;
  - in the event of improper reduction of the remuneration due to the Player by the employer or in the event of breach of other material terms of the Contract by the employer;
  - if the employer refuses to comply with its legal obligations to protect the life, health or morals of the Player;
  - if the employer commits acts of violence, violations of morality or serious defamations against the Player or his relatives or refuses to protect the Player against such acts committed by an employee or a relative of the employer.
9. Pursuant to Art. 17 of the FIFA Regulations for the Status and Transfer of Players, the remuneration due is fixed at EUR \_\_\_\_\_ (in words: \_\_\_\_\_).

### **IX. Data Protection**

Within this contractual relationship the club processes the player's personal data. The legally required information on the data processing is included in annex 2. („Information on data privacy protection“)

### **X. Concluding Clauses**

1. This Contract conclusively regulates any and all entitlements of the Player. Any and all agreements concluded, declarations of intent or knowledge given before or upon conclusion of this Contract and any other circumstances of legal relevance shall cease to be effective when this Contract is signed. Any and all changes of or amendments to this Contract shall be made in writing, the same shall apply to any waiving of the requirement of the written form.
2. Should individual provisions of this Contract be or become invalid, this shall not affect the validity of the remaining provisions hereof. In such a case, the parties hereto agree to re-interpret or complement the invalid provision in a manner which serves the intended economic purpose of the Contract.
3. In the event of any legal disputes arising, especially from the Player Contract, the Player agrees to take any dispute to the competent Senates of the Austrian Football League, to exhaust the legal remedies in accordance with the statutes of the Austrian Football League and to have recourse to the possibility of arbitration available within the association as set out in the statutes before submitting the dispute to the jurisdiction of the competent courts.
4. It is noted that, for disciplinary proceedings of the Austrian Football League and the Austrian Football Association against the Player, his legal domicile (valid delivery address) is based at the headquarters of the Club. The Club is obliged to immediately inform the Player of any decisions or other procedural documents disclosed to it by the responsible bodies of the Austrian Football League or the Austrian Football Association.
5. Any rights and obligations resulting from this Contract shall be assigned to the legal successors of the Club.

- 6. The Player agrees to immediately notify the Club in writing of any changes of his personal data (name, marital status, number of children, etc.) and his domicile, address for service and bank details.
- 7. Pursuant to the applicable Regulations for Football Agents of the Austrian Football Association and the FIFA Football Agent Regulations as amended, it is stated that, in the negotiations related to this Contract, Mr/Mrs \_\_\_\_\_, FIFA licence number \_\_\_\_\_, domiciled at \_\_\_\_\_ worked on behalf of the Player and/or, in the negotiations related to this Contract, Mr/Mrs \_\_\_\_\_, FIFA licence number \_\_\_\_\_, domiciled at \_\_\_\_\_ worked on behalf of the Club. In accordance with § 2 (1) of the Regulations for Football Agents of the Austrian Football Association, the Football Agent is authorised to represent the Player or the Club. The Football Agent warrants that any and all documents (in particular the Representation Agreement) and conditions laid down in the relevant (inter)national provisions have been fulfilled. The Football Agent will indemnify and hold the Club and/or the Player harmless in this respect.  
  
*(Optional clause)* In accordance with the applicable Regulations for Football Agents of the Austrian Football Association and the FIFA Football Agent Regulations as amended from time to time, it is stated that neither the Player nor the Club used the services of a Football Agent during the contract negotiations.
- 8. This Contract is governed by Austrian law. Subject to X.3 of this Contract, the parties agree to submit all legal disputes between them arising from this Contract to the exclusive jurisdiction of the competent regional court as the labour and social court.
- 9. This Contract shall be executed in three counterparts, of which the Club, the Player and the Austrian Football League will receive one counterpart each.
- 10. After termination of the contractual relationship, the Club shall be obliged in particular to grant the required release and make any related declaration that may be necessary.

(Place), on (date)

.....  
Player

.....  
Club

*Optional:*

.....  
Legal guardian

*Optional:*

.....  
*Football Agent*

- Appendix 1: Declaration of Integrity
- Appendix 2: Information on data privacy protection

### Declaration of Integrity

The sport of football and the integrity and credibility of sport competitions need to be protected against any form of abuse. Match fixing, attempted match fixing or any other forms of corruption will not be tolerated and shall entail sanctions based on rules of sport associations as well as criminal consequences.

The Player herewith confirms that he

- has knowledge about the provisions of the Disciplinary Regulations of the Austrian Football Association related to undue influence (including bribery, undue sports betting), violation of the fair play concept and in particular of the obligation to notify based on §115a of the Disciplinary Regulations of the Austrian Football Association;
- has been informed that he can view all (inter)national provisions in the Club's office at any time;
- has been informed about the establishment and tasks of the Play Fair Code association and the ombudsman facility which has been set up.

The Player additionally confirms

- not to have been approached at any point in time in connection with match fixing nor to have knowledge that third parties have been approached in such a way and to have properly reported such contact or knowledge in accordance with regulations;
- that he has not made, and will not make, any bets on his own Club or any club of his division, and that he has not designated, and will not designate, any third party to make such a bet at any point in time;
- that he has not used or passed on, and will not use or pass on, non-publicly accessible information at any point in time to which he has access due to his function in football and that may damage the integrity of matches or competitions.

The Player undertakes

- to notify the competent association immediately and without exception of any violation of the fair play concept by third parties or breaches of relevant provisions by third parties;
- to take part in prevention courses organised by the Play Fair Code association and relevant measures and activities of the Club and/or the Austrian Football League with public impact;
- to cooperate unreservedly with the Club, the associations and the investigating authorities if there is suspicion of a violation of the integrity provisions of any kind whatsoever;
- to compensate the Club for any and all damage to the Club if any (inter)national integrity provisions have been violated.

.....  
Date

.....  
Player



## Information on data privacy protection

### The club informs the player about the processing of his data:

The club is liable for the data processing.

Within this contractual relationship the club processes personal data of the players, which will be treated confidentially and will only be passed on for the following purposes:

#### 1.) General data processing within the player contract

- a) The processing of the contract data occurs for the performance of the contract or is based on a legal basis within the framework or performance of the contract. The data is processed for the formal handling of the club's business transactions and, in addition, for wage/salary and pecuniary settlements and for compliance with obligations to record, inform and report as required by laws, standards, collective agreements or employment obligations.
- b) Data relating to the contract will be recorded both during and after termination of the employment relationship. This retention aims to clarify in the future arising questions concerning accident insurance, pension insurance etc. (maximum until retirement).
- c) For the players' administration and in performance of the tasks assigned to the Austrian Football League (Österreichische Fußball-Bundesliga) in point I.2. of this contract, the data of the contract maybe transmitted to the following recipients:

- **Austrian Football League (Österreichische Fußball-Bundesliga)**  
Rotenberggasse 1, 1130 Vienna  
E-Mail: [datenschutz@bundesliga.at](mailto:datenschutz@bundesliga.at)
- **Austrian Football Association (ÖFB)**  
Meiereistraße 7, 1020 Vienna  
E-Mail: [datenschutz@oefb.at](mailto:datenschutz@oefb.at)
- **Union des Associations Européennes de Football (UEFA)**  
Route de Genève 46, Case postale, 1260 Nyon, Switzerland  
E-Mail: [privacy@uefa.ch](mailto:privacy@uefa.ch)
- **Fédération Internationale de Football Association (FIFA)**  
FIFA-Strasse 20, 8044 Zurich, Switzerland  
E-Mail: [dataprotection@fifa.org](mailto:dataprotection@fifa.org)

In addition, the relevant data in each individual case is transmitted to the following categories of recipients: banks, legal representatives, chartered public accountants, auditors and tax consultants, courts, competent administrative authorities, inspectorates, workforce representations and unions, provision funds, severance funds, social insurance funds and pension funds.

#### 2.) Data processing for execution of the contract

- a) Data processing occurs for the performance of a contract or is based on a legal basis necessary for the execution of the training, match operations, transfer as well as doping controls.
- b) The transfer or publication of data relevant to matches in each individual case occurs in order to perform a contract or is based on a legitimate interest. Legitimate interest in publication of the data results from the public interest in provision of player-relevant information. Publication of information about a player, such as player transfers, line-ups or statistics etc. forms an essential part of Austrian football culture. In addition, all information is transmitted to the Austrian football league (Österreichische Fußball-Bundesliga), Rotenberggasse 1, 1130 Vienna, E-Mail: [datenschutz@bundesliga.at](mailto:datenschutz@bundesliga.at).

**3.) Data processing for ensuring the performance of the player**

- a) The processing of data concerning health, which serves to support player performances or to determine the players ability to work, happens to fulfil a contractual relationship or on the basis of legal obligations and/or on the basis of the regulations laid down in the “Collective Agreement for Soccer Players of the Austrian Soccer League” (“Kollektivvertrag für FußballspielerInnen der Österreichischen Fußball-Bundesliga”).
- b) The retention of data concerning health is essential for the performance of the footballplayer employer’s duties. Information concerning the player’s health may only be published with his written consent.

**4.) Data processing for archiving purpose**

The processing of player data, which is of relevance for the public interest continues after termination of the players contract due to legitimate interest for archive management in public interest. The legitimate interest in archiving and publishing this data results from the public’s interest in sporting events.

**5.) Further information**

- a) The player has the right of access to the recorded data according to Art 15 GDPR, the right to rectification according to Art 16 GDPR, the right to erasure according to Art 17 GDPR, the right to restriction of processing according to Art 18 GDPR, the right to data portability according to Art 20 GDPR as well as the right to object against unreasonable data processing according to Art 21 GDPR.
- b) The player has the right to file complaints to the supervisory authority. In Austria, the competent body is the Austrian Data Protection Authority (Österreichische Datenschutzbehörde). The address is: Austrian Data Protection Authority (Österreichische Datenschutzbehörde), Barichgasse 40-42, 1030 Vienna, Phone: +43 1 52 152-0, E-Mail: dsb@dsb.gv.at.

Taken note of:

.....  
Date

.....  
Player