

## **SAMPLE CONTRACT**

### **FOR CONTRACT PLAYERS (STATUS: FEBRUARY 2022)**

This sample contract is primarily aimed at players playing in a league governed by the DFB or one of its (sub-)regional FAs. Therefore, if it is used in the territory and jurisdiction of one of the (sub-)regional FAs, it shall be adapted to the respective rules and regulations. In such cases, the provisions invoked shall be specified, and the relevant Internet links shall be provided accordingly.

This sample contract is presented as a non-binding proposal. While it has been drafted with utmost care, no guarantee can be assumed for the legal validity and effectiveness of its provisions.

The sample contract for contract players covers - without claiming to be complete - a variety of items that are customarily relevant for club/player relations and that need regulating. However, the contract is neither designed as an employment contract nor does it exclude the creation of an employment relationship.

The users are therefore positively encouraged to conduct their own legal review and change/adapt content as deemed necessary, especially as regards further legal developments and the parties' own specific needs and objectives. It follows that the DFB will not assume any liability for the content of this sample contract.

#### N.B.: German Minimum Wage Act ("Mindestlohngesetz", MiLoG)

The applicability of the minimum wage is solely governed by the statutory criteria. The interpretation and application of the Act, in each individual case, remains the remit of the responsible authorities and the courts, respectively. With regard to the interim results of talks held with the German Ministry of Labour and Social Affairs, reference is made to the circulars dated 6 March 2015 and 16 November 2015 and issued by the DFB and the DOSB (German Olympic Sports Federation). This sample contract is not suited to determine - or exclude, whatever the case may be - the applicability of the minimum wage and is no substitute for the users' obligation to review their specific situation and, if necessary, adapt the provisions accordingly.

#### N.B.: Note on the Proof of Substantial Working Conditions Act (Nachweisgesetz; NachwG; "the Act"):

If an employment relationship is established with the contract players, these shall be provided with written proof of the applicable working conditions within the meaning of the Act. For some working conditions, proof must be submitted on the first day of the employment relationship at the latest, so that for practical reasons it is advisable to also comply by this date with other obligations for which longer deadlines are granted. The attached model can be used for this purpose.

Alternatively, the obligation under the Act can also be fulfilled by the user including the terms and conditions of employment described in the attached model in the actual contract player agreement, provided it is concluded in writing. The latter is particularly suitable if a binding legal basis for individual contractual conditions to be evidenced in writing is meant to be created by the contract in the first place.

The model has been prepared to the best of our knowledge and belief, but without claiming to be complete or legally binding. It is therefore indispensable for users to carry out their own legal review, in particular with regard to possible legal developments and the specific needs and objectives of the contracting parties. The DFB accepts no liability for the sample provided. The model does not include any provisions on working conditions for trainees and employees who work abroad for longer than four continuous weeks. In this case, information pursuant to §1 sub-section 1a and sub-section 2 shall be observed. Users shall be obliged to carry out their own assessment of whether an employment relationship subject to the Act exists or is to be established. Allow us to point out that any changes of the essential contractual conditions effected during an ongoing employment relationship must also be evidenced in writing. However, this requires an examination by the respective users in every individual case, which cannot be represented by this model.

**Addressee:**

**Players' Passes / Registration Unit of the competent (sub-)regional FA affiliated to the DFB**

Presentation of a Contract with a contract player under § 22 of the DFB Match and Competition Regulations ("DFB-Spielordnung").

Dear Sir or Madam,

This is to document and present the conclusion / change / extension of the enclosed Contract with a contract player (encircle as applicable).

The contract becomes effective on:

The contract expires on:

The contract was signed on (signature date):

The contract complies with the requirements of § 8 no.2 of the DFB Match and Competition Regulations

.....

(Place and date)

.....

(Club / joint stock company representative;  
age players)

.....

(Player, legal guardian for under-

Club / joint stock company seal)

Club address:

Player's address:

Name

Full name

Postal address

Postal address

(Street and House no., Town/City, Post Code)

(Street, House no., Town/City, Post Code)

Telephone / Fax / E-mail

Telephone / Fax / E-mail

## CONTRACT

The club / joint stock company

represented by

- hereinafter referred to as "the Club" -

and .....

born in ..... on .....

resident at (postal address):

citizenship

*(If player is under age 18: legally represented by parent/guardian):*

.....  
- hereinafter referred to as "the Player" -

have agreed to the contractual terms and conditions outlined below:

### § 1

1) The Player commits to playing football for the Club as a "Vertragsspieler" (contract player) within the meaning of §§ 8, 10, and 22-26a of the DFB "Spielordnung" (Match and Competition Regulations); the Player expressly acknowledges and recognizes these provisions.

2) As the player is a member of the Club or the parent club of the joint-stock company, the statutes, rules and regulations of the DFB and its member associations, which in their current versions reflect the general principles governing football in Germany, shall be deemed authoritative for the Player in exercising his profession. He acknowledges to be bound by the provisions referred to above in their current version.

The aforementioned rules and regulations are, in particular, the FIFA Laws of the Game as well as the statutes, regulations and other rules and regulations issued by the DFB,

its (sub-)regional associations, FIFA and UEFA:

- a) DFB Statutes, DFB Statutes Women's Bundesliga, 2nd Women's Bundesliga, DFB Statutes 3rd League, DFB Match and Competition Regulations, DFB Legal and Procedural Regulations, [if under-age player: DFB Youth Regulations] as well as supplementary provisions such as the implementing regulations for the DFB Match and Competition Regulations, the DFB Anti-Doping Guidelines, the DFB Football Agent Regulations, and the generally binding regulations on the condition and design of the playing kit;
- b) FIFA Statutes, FIFA Regulations on the Status and Transfer of Players, FIFA Disciplinary Regulations, FIFA Anti-Doping Regulations, FIFA Regulations for International Competitions and Laws of the Game;
- c) UEFA Statutes, UEFA Disciplinary Regulations, UEFA Anti-Doping Regulations and UEFA Regulations for European Competitions and associated regulations;
- d) statutes and regulations of the competent (sub-)regional associations, in particular the [NAME OF THE (sub-)REGIONAL ASSOCIATION OF THE ASSOCIATION]

The player accepts and submits to the decisions and the jurisdiction of those bodies and representatives of the DFB and its (sub-) regional FAs that are responsible for administering the Club and the relevant league operations, the DFB e.V., the DFB GmbH & Co. KG, as well as - if applicable- the DFL Deutsche Fußball-Liga e.V. and the DFL Deutsche Fußball-Liga GmbH.

The relevant provisions issued by the (sub-)regional FA concerned, the DFB, FIFA and UEFA may be downloaded from

- DFB: [www.dfb.de](http://www.dfb.de)
- DFL: [www.dfl.de](http://www.dfl.de)
- FIFA: [www.fifa.com](http://www.fifa.com)
- UEFA: [www.uefa.com](http://www.uefa.com)
- (Website of the (sub-)regional FA concerned)

The Player also acknowledges to be bound by the Club's statutes in their current version and in particular to the Club's authority in disciplinary matters.

3) The Player undertakes to attend – and/or participate in – all matches, training courses, and training/workout sessions, irrespective of whether these are part of the

routine training schedule or especially arranged, as well as all meetings and other events that are part of the preparations for matches and competitions. This obligation shall also apply if the Player's actual appearance as a starting line-up player or substitute can be ruled out for whatever reason.

4) If so required by the Club, the Player undertakes to wear, while on official club duty (matches, training, travelling, official events), only such clothing and other equipment as provided by the Club's sponsor or outfitter.

5) The player owes special care with regard to his health, both preventively and in cases of illness and injury, as his physical and mental performance is the basis of sporting success. He shall coordinate all related matters with the club and keep the club fully informed of any related problems, unless this conflicts with his overriding interests. In the event of injury or illness suffered in the course of his work as a contract player, the player shall be obliged to contact the club officials without delay with a view to coordinating whatever action is required from a sports medicine and sports therapy point of view, and possibly to seeking treatment from a person commissioned by the club.

(6) The player undertakes to refrain from placing or attempting to place sports bets aimed at making a profit - either himself or through third parties, in particular close relatives, for his own account or for the account of third parties - on the outcome or course of football matches or football competitions in which his teams are directly or indirectly involved. The player shall not instruct or assist third parties to place such bets. The player is obliged not to make available to third parties any information or special knowledge relating to such sports betting that go beyond those in the public domain. The player is aware that violations of the above obligation not only constitute a breach of contract, but also constitute unethical conduct pursuant to §1 nos. 2, 4 of the DFB's Legal and Procedural Regulations and may result in punishment under sports criminal law.

(7) The player undertakes to immediately report to the club and the DFB Control and Disciplinary Committee (which is the POC for teams participating in a DFB division, otherwise reports shall be made to the competent [sub-]regional association) if a third party promises him money or other benefits in exchange for manipulating a match of his or another club (aimed at orchestrating a win, draw, defeat, no. of goals scored, etc.). This reporting obligation also applies if he has refused to accept money or other benefits or has not agreed to the manipulation.

## **§ 2**

To the extent that his contractual relationship as a player is affected, the Player agrees

to the worldwide and unrestricted exploitation of his personal rights for the purposes of public relations and/or for reproduction on procured or licensed souvenir and sales articles as well as for other communicative and advertising purposes; in addition, he declares that he has not granted or transferred these rights to any third party. The personal rights granted to the Club include, in particular, photo, moving image and sound material (incl. adaptations, illustrations, etc.), names, signatures (incl. original, facsimile and in printed form) as well as match and training data.

In terms of the scope of use, exploitation rights are granted for the areas of all current and future technical media and facilities, such as TV, print, multimedia, social media, internet and comparable as well as potentially new distribution channels. This shall apply in particular to the dissemination of likenesses of the player on team or individual photos in any form of representation, initiated or permitted by the club, in particular with regard to the dissemination of such likenesses in the form of match scenes and/or entire matches of his team, in order to thus enable the necessary uses by public and/or private television broadcasters and/or other audio-visual media. Furthermore, the various forms of use may also include or be used for third-party advertising, in particular within the scope of sponsoring and for any kind of physical and digital licensed products.

In addition to use by the Club, the above personal rights exploitation may also be carried out by a third party (e.g. league sponsor) as part of the group marketing of a league/competition (e.g. DFB Cup) or a league sponsor. For this purpose, the Club shall be entitled to grant the exploitation rights to, among others, the (sub-)regional associations, the DFB and/or the League Association for the fulfilment of their contractual obligations consisting in particular in performing their marketing tasks.

The revenues generated from these PR and advertising measures shall accrue exclusively to the Club or the respective third party exploiting the rights (e.g. sponsor of the league/division concerned), unless otherwise expressly stipulated in this contract.

Other activities in connection with the contractual relationship - such as using other revenue opportunities from interviews, writing/publishing, and other activities - are subject to approval. Such approval shall be granted insofar as the Club's interests deserving protection are not impaired or infringed. Approval may be revoked at any time if this is in the Club's interests, taking the interests of the player into account.

### **§ 3**

For players in the 3rd League, the Women's Bundesliga, the 2nd Women's Bundesliga, the Under-19 Bundesliga and Under-17 Bundesliga (both genders), the following shall

additionally apply:

The player will additionally acknowledge the legal foundations of the 3rd League / the Women's Bundesliga / the 2nd Women's Bundesliga / the Under-19 Bundesliga / the Under-17 Bundesliga (both genders) as binding and will submit the required declarations (Annex to §5 (1) b) and (3) of the respective licensing agreement between the club and the DFB) to the DFB.

#### **§ 4**

- 1) Doping is prohibited and shall be defined as violating one or several of the anti-doping stipulations specified in item 2 below:
- 2) Specifically, a violation of the anti-doping stipulations is deemed to have been committed if and when any of the following facts can be or have been determined:
  - a) the presence of a prohibited substance or its metabolites or markers in a sample taken from the Player's body.
  - b) the use or attempted use by a player of a prohibited substance or method.
  - c) refusal to comply with instructions to provide a sample or agree to such sample being taken in accordance with the DFB's anti-doping regulations and/or the out-of-competition tests carried out under the NADA code, failure to attend the sample-taking procedure without reasonable cause, or employing any other scheme designed to avoid the sample-taking procedure.
  - d) any violation of the requirements related to the Player's availability for out-of-competition tests, including his failure to specify his whereabouts and missing reasonable tests that had been announced. Any combination of three missed tests and/or violations of the whereabouts requirements within a 12-month timeframe shall be construed as a violation of the anti-doping rules.
  - e) manipulating or tampering with, or attempting to manipulate or tamper, the anti-doping procedure or parts thereof;
  - f) the possession of prohibited substances and methods.
  - g) trafficking with doping substances or attempting to do so.
  - h) administering prohibited substances to, or using prohibited methods on, players or attempting to do so in an ongoing competition or, in out-of-competition periods, administering prohibited substances to or using methods

that are prohibited in out-of-competition periods on players

- i) the support, incitement, aiding and abetting, cover-up, and any other kind of complicity with reference to a violation or attempt by a third party to violate the anti-doping provisions or a violation of § 8 (f) No.1 of the DFB's "Rechts- und Vefahrensordnung" (Legal and Procedural Regulations, reference is made to the participating in a competition despite being subject to a ban or a temporary ban).
- j) liaising with a coach, administrator, or support staff member, either in a professional or a sporting context, who has been banned or suspended and about whose status the player has been duly informed in writing by the DFB, NADA, or WADA.

The Player acknowledges as binding on him the national and international anti-doping provisions – in particular the anti-doping regulations and pertinent appendices issued by the DFB, the UEFA doping regulations, the FIFA regulations for doping controls within and outside of FIFA competitions, as well as the WADA and NADA codes, respectively – in their current versions. In addition, the Player shall expressly commit to the implementing regulations issued by NADA applying to competition and out-of-competition tests.

## **§ 5**

Prior to the season, clubs hand out the list of prohibited substances and methods in football (Annex A of the DFB's anti-doping regulations) as well as any updates of said list to the players playing in the licensed (professional) leagues and lower leagues governed by the DFB; however this does not relieve players of their own obligation to educate themselves about the anti-doping provisions issued by the DFB, UEFA, FIFA, WADA, and NADA that may be downloaded by visiting the following websites:

DFB: [www.dfb.de](http://www.dfb.de)

FIFA: [www.fifa.com](http://www.fifa.com)

UEFA: [www.uefa.com](http://www.uefa.com)

NADA: [www.nada-bonn.de](http://www.nada-bonn.de)

WADA: [www.wada-ama.org](http://www.wada-ama.org)

## **§ 6**

The Player acknowledges and recognizes that any failure to comply with the provisions referred to above will not only constitute a violation of this contract but will also lead to proceedings initiated against him in accordance with §5 of the DFB "Spielordnung" (Match and Competition Regulations), §6, and §8 no. 3, and no. 8 a)-g) of the DFB "Rechts- und Verfahrensordnung" (Legal and Procedural Regulations).

In the event that the Player violates any of the provisions referred to above and such violation leads to a suspension, the Parties agree that such suspension constitutes reasonable cause allowing the Club to terminate the Player's contractual relationship with immediate effect.

## **§ 7**

### 1) Remuneration

In exchange of the services rendered by the Player, the Club shall pay the following remuneration (guaranteed minimum payment of EUR 350 per month):

a) Monthly basic salary: EUR .....

b) Variable pay / bonuses payable for appearances in official matches (championship and cup); this may be further specified in an annex to this contract:

- starting line-up EUR.....

- coming on as substitute EUR.....

- listed on team sheet (but no minutes) EUR .....

- points bonus (official matches) EUR..... (per point)

- appearance bonus EUR..... (per appearance)  
(incl. reserves team)

c) Non-monetary perquisites

(these may be further specified in an annex to this contract)

The Player's earnings from sources a)-c) above shall be subject to taxation if they exceed his expenditures more than is generally considered trivial.

### 2) Tax-free re-imbusement of expenses

The Player shall also receive the following tax-free services (e.g. re-imbusement of costs incurred on behalf of the Club, mileage allowance, training equipment, additional meal allowances):

- -
- -
- -

## **§ 8**

The Club is responsible for complying with the pertinent statutory provisions as regards any legal requirements, duties or levies imposed by local, regional, or federal authorities, as well as for the payment of taxes, social security charges, and dues payable to the Employers' Liability Insurance Association.

In accordance with §8 no.2 of the DFB "Spielordnung" (Match and Competition Regulations), the Club/Player shall provide the responsible DFB (sub-)regional FA with written confirmation of due payment of all taxes and social security charges or confirm in writing that no taxes and/or social security charges are due, whatever the case may be; such confirmation shall be submitted together with the player registration form, the final deadline being three months after the effective date of this contract.

In accordance with §8 no.2 of the DFB "Spielordnung" (Match and Competition Regulations), such confirmation shall be furnished on a regular basis. In the event that the Club furnishes said confirmation, the Player, through his signature, declares his consent to his personal data and documentation being forwarded to the registration dept. of the (sub-)regional FA concerned. The legal consequences of non-compliance with this obligation are governed by §25 of the DFB "Spielordnung" (Match and Competition Regulations).

## **§ 9**

Days off with no training shall be determined by the Club taking the league schedule into account.

## **§ 10**

The Player shall be entitled to 24 working days of annual leave. Working days shall be defined as all calendar days except for Sundays and legal holidays.

Leave shall be taken in the period in which no competitive matches are taking place and shall be used for resting and recovery. Competitive matches shall be defined as national championship matches, DFB Cup matches as well as (European) club competition matches approved by FIFA and/or UEFA. Absence for leave shall always require the Club's prior express approval.

Unless otherwise bindingly provided for in §11 para 1 of the Federal Leave Act (BUrlG), the following shall apply to the calculation of remuneration during leave:

Remuneration during leave shall be calculated according to the average salary received by the Player over the last 13 weeks before commencement of leave. In addition to the basic salary, bonuses paid in that period (if applicable) shall be taken into account, provided these are salary components. Should the Player be granted more than 24 leave days, as of the 25<sup>th</sup> day leave remuneration shall be calculated solely on the basis of the basic salary.

The Player shall not be entitled to claim remuneration during leave.

### **§ 11**

- 1) This contract shall be effective from..... to 30 June 20xx  
(end of the.....season).
- 2) This contract shall expire on the effective date of a settlement agreement reached by the Parties or on the effective date of an extraordinary termination for good cause.
- 3) In the event this contract is terminated, the provisions of the DFB "Spielordnung" (Match and Competition Regulations) and – if applicable – the legal principles of the Third League apply (§3).
- 4) In the event this contract is terminated, the Player's official license to play becomes null and void (cf. §22 no.6 of the DFB "Spielordnung" (Match and Competition Regulations)).

### **§ 12**

The Parties shall be required to notify the DFB's (sub-)regional FA concerned of any contract changes, amendments, or extensions by submitting a copy of the document concerned.

### **§ 13**

The club shall collect, process, or use the Player's personal data insofar as this is necessary for the establishment, implementation or termination of the player contract or is otherwise permitted by law or the player has given his consent thereto. This includes in particular the express obligations to process data arising from this contract or the regulations to which the player submits by concluding this contract. The player shall be informed by the club in an appropriate manner about the data processing.

1) the Parties agree that the conclusion, extension, or termination of this contract shall be published by the relevant association with the date of commencement and termination of the contract in a suitable manner on the Internet (worldwide availability by an unlimited number of persons possible).

2) the data mentioned in item 1) above may be published by the responsible associations ((sub)-regional FA, DFB etc.) in an appropriate manner in the respective FA's official notes.

3) the remaining data of the contract may also be used by the responsible association for the purposes of player administration and disclosed to third parties, in particular to higher-level football bodies, and processed by such third parties, provided this is regulated for in the statutes and regulations. This does not apply to information on remuneration or other benefits of monetary value, unless it is necessary for compliance with the statutes of the DFB, FIFA or UEFA for the purposes of international player transfers. This may include, in particular, processing by the FIFA Transfer Matching System, FIFA Clearing House or FIFA ID or similar systems.

4) all data required for training, match operations, transfers, and doping controls shall be stored exclusively to the extent required by the DFB e.V., DFB GmbH & Co. KG and, where applicable, the DFL Deutsche Fußball-Liga e.V. and the DFL Deutsche Fußball-Liga GmbH and the (sub)-regional FAs involved and processed and published exclusively for the purposes required in each case (in particular the organisation and implementation of match operations and their commercialisation).

5) information on the physical fitness, illnesses, injuries and other health-related data of the players may be processed by the Club for the purposes of performance analysis and optimisation, medical diagnostics and treatment and to determine and maintain the ability to play. Data related to the Player's health may only be published with his written consent.

## **§ 14**

*The provision outlined below has particular relevance for contracts concluded between parties in the Third League / Regional League; it may be deleted if the Parties so wish.*

In the event that the Player fails to honour his obligations referred to under §1 nos. 36 and §§ 4-6, the Club – notwithstanding its right to terminate for just cause – shall be entitled to take disciplinary action against the Player, within the limits of existing legislation.

Penalties may range from a warning/censure to barring the Player from participating in club events, to imposing a fine of up to EUR..... (the maximum amount

being the equivalent of a monthly basic salary). More than one of the above penalties may be imposed simultaneously. Further claims for compensation raised by the Club shall remain unaffected.

**§ 15**

Any claims arising from this contract shall be made in text form by either Party within six months of the expiry date, which period shall be shortened to three months in the event of a contract termination; failure to honour these deadlines will result in the claims being considered null and void.

In the event either party rejects a claim made in due time or fails to respond to a claim within a month after the claim was made, such claim shall be considered null and void, unless legal action to assert it is taken within a further three months after the date of rejection or expiry of the one-month time frame referred to above.

This provision does not apply to claims raised under §2 of this contract; neither does it apply to any liability claims raised for damage done to life, limb, or health, as well as in cases of intentional breaches of duty and for claims which are excluded from a preclusion period by virtue of law (e.g. MiLoG).

**§ 16**

The Player commits to keeping the content of this contract and any details related to the Club's internal affairs strictly confidential. This obligation will be upheld even after expiration of this contract.

Any change, amendment, or dissolution of this contract shall be effected in writing. This rule also applies in the event that the Parties agree to waive the requirement of the written form. Verbal agreements shall not be deemed valid.

The ineffectiveness of any provision of this contract shall not affect the effectiveness of the other provisions.

German law applies.

In the event that a player agent has been involved in drafting this contract, please state his (their) full name(s) below; (delete if not applicable):

\_\_\_\_\_

(Name) (player agent)      (Name) \_\_\_\_\_

\_\_\_\_\_

(Place)      (Date)

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(Player signature)

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(Club representative signature;  
club/joint stock company seal)

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(For under-age players: signature of parent or guardian)