

# **STANDARD EMPLOYMENT CONTRACT**

## **1. Definitions and Interpretation**

1.1. The words and phrases bellow shall have the following meaning:

“*Board*” shall mean the board of directors of the Club or company.

“*CFA*” shall mean the Cyprus Football Association.

“*CFA Member*” shall mean a club or any other legal entity which is a registered member of the CFA and has a team competing in the CFA Championships.

“*Club Rules*” shall mean the rules or regulations affecting the Player from time to time in force and published by the Club.

“*Company*” shall mean every company duly registered according to the Cyprus Company Act to which company a club, member of the CFA, has assigned, given or in any way passed on the management of its football teams and activities.

“*Employment Agreement*” shall mean the individual employment agreement signed by a club and a player

“*FIFA*” shall mean the Federation Internationale de Football Association.

“*Gross Misconduct*” shall mean serious or persistent conduct, behaviour, activity or omission by the Player involving one or more of the following:

- (1) Theft or fraud.
- (2) Deliberate and serious damage to the Club's property.
- (3) Use or possession of or trafficking of a Prohibited Substance.
- (4) Incapacity through alcohol affecting the Player's performance as a player.
- (5) Breach of or failure to comply with any of the terms of this Contract or the Employment Agreement.

Or such other similar or equivalent serious or persistent conduct, behaviour, activity or omission by the Player which the Board reasonably considers to amount to gross misconduct.

“*Intermediary*” shall mean every person representing, negotiating and/or acting in favour of the Club or the Player (except for a lawyer giving legal advice) in the context of the registration or transfer of the Player or his employment terms from the Club and/or the legal entity to which the Club member of the CFA has assigned the management of its football teams and other relevant to the sport of football activities.

“*Laws of the Game*” shall mean the laws from time to time in force governing the game of association football as laid down by the International Football Association Board (as defined in the statutes of FIFA).

“*PASP*” shall mean the Cyprus footballers' union recognized by the CFA and the FIFPro.

“*Player's Image*” shall mean the Player's name, nickname, fame, image, signature, voice, film and photographic portrayal, virtual and/or electronic representation, reputation, replica and all other characteristics of the Player including his shirt number.

“*Player Injury*” shall mean any injury or illness (including mental illness or disorder) other than any injury or illness which is directly caused by or results directly from a breach by the Player of his obligations.

“*Playing Season*” shall mean the period from the beginning of a CFA championship until its official ending.

“*Rules of the CFA*” shall mean the CFA rules and regulations from time to time in force including those of the FIFA and the UEFA to the extent they relate or apply to the Player or the Club.

“*UEFA*” shall mean the Union des Associations Europeennes de Football.

1.2. The headings of this Contract are for convenience only and not interpretation.

## **2. Appointment and Duration**

- 2.1. The Club engages the Player on the terms and conditions of the Standard Employment Contract, the Employment Agreement and subject to the Rules of the CFA.
- 2.2. Any renewal or extension of the Employment Agreement must be mutually agreed upon.

## **3. Duties and Obligations of the Player**

### 3.1. The Player agrees:

#### 3.1.1. When directed by an authorised official of the Club;

3.1.1.1. to attend matches in which the Club is engaged,

3.1.1.2. to participate in any matches in which he is selected to play for the Club and

3.1.1.3. to attend at any reasonable place for the purposes of and to participate in training and match preparation;

#### 3.1.2. To play to the best of his skill and ability at all times.

3.1.3. Except to the extent prevented by injury or illness, to maintain a high standard of physical fitness at all times and not to indulge in any activity, sport or practice which might endanger such fitness or inhibit his mental or physical ability to play, practise or train.

3.1.4. To undertake such other duties and to participate in such other activities as are consistent with the performance of his duties under clauses 3.1.1 to 3.1.3 and as are reasonably required of the Player.

3.1.5. That he has given all necessary authorities for the release to the Club of his medical records and will continue to make the same available as requested by the Club from time to time during the continuance of the Employment Agreement.

3.1.6. To comply with and act in accordance with all lawful instructions of any authorised official of the Club.

3.1.7. To play football solely for the Club or as authorised by the Club or as required by the Rules of the CFA.

3.1.8. To observe the Laws of the Game.

3.1.9. To observe the Rules but in the case of the Club Rules to the extent only that they do not conflict with or seek to vary the express terms of this Contract and the Employment Agreement.

3.1.10. To submit promptly to such medical and dental examinations as the Club may reasonably require and to undergo at no expense to himself such treatment as may be prescribed by the medical or dental advisers of the Club or the Club's insurers.

3.1.11. On the, for any cause whatsoever, termination of the Employment Agreement to return to the Club in a reasonable and proper condition any property (including any car) which has been provided or made available by the Club to the Player in connection with his employment.

3.1.12. That upon the signing of the Employment Agreement he is being registered as a member of the PASP and he shall comply with its terms, to the extent that these do not conflict with the terms of the present Contract and the Employment Agreement.

### 3.2. The Player agrees that he shall not:

3.2.1. Undertake or be involved in any activity or practice which will knowingly cause to be void or voidable or which will invoke any exclusion of the Player's cover pursuant to any policy of insurance maintained for the benefit of the Club.

3.2.2. When playing or training wear anything (including jewellery) which is or could be dangerous to him or any other person.

- 3.2.3. Except to the extent specifically agreed in writing between the Club and the Player, use as his regular place of residence any place which the Club reasonably deems unsuitable for the performance by the Player of his duties, other than temporarily pending relocation.
- 3.2.4. Undertake or be engaged in any other employment or be engaged or involved in any trade business or occupation or participate professionally in any other sporting or athletic activity without the prior written consent of the Club PROVIDED that this shall not:
  - 3.2.4.1. prevent the Player from making any investment in any business so long as it does not conflict or interfere with his obligations hereunder or under his Employment Agreement
  - 3.2.4.2. limit the Player's rights under clause 4 of the present Contract.
- 3.2.5. Knowingly or recklessly do, write or say anything or omit to do anything which is likely to bring the Club or the game of football into disrepute, cause the Player or the Club to be in breach of the Rules or cause damage to the Club or its officers or employees or any match official;
- 3.2.6. Whenever circumstances permit the Player shall give to the Club reasonable notice of his intention to make any contributions to the public media in order to allow representations to be made to him on behalf of the Club, if the latter so desires;
- 3.2.7. Except in the case of emergency, arrange or undergo any medical treatment without first giving the Club proper details of the proposed treatment and physician/surgeon and without requesting the Club's consent, which the Club will not unreasonably withhold.

#### **4. Community public relations and marketing**

- 4.1. For the purposes of promoting the public relations of the Club and/or (at the request of the Club) of any sponsors or commercial partners of the Club, the Player shall attend at and participate in such events as may reasonably be required by the Club including, but not limited to, appearances, interviews and photo shoots. Provided that the Club shall give reasonable notice to the Player of the Club's requirements, the Player shall make himself available. No photograph of the Player taken pursuant to the provisions of this clause shall be used by the Club or any other person for commercial purposes.
- 4.2. Whilst he is providing or performing the services set out in his Employment Agreement (including travelling on Club business) the Player shall:
  - 4.2.1. Wear only such clothing as is approved by an authorised official of the Club;
  - 4.2.2. Not display any badge, mark, logo, trading name or message on any item of clothing without the prior consent of an authorised official of the Club. Nothing in this clause shall prevent the Player wearing and/or promoting football boots and, in the case of a goalkeeper, gloves of his choice.
- 4.3. Except to the extent specifically herein provided or otherwise specifically agreed with the Player, nothing in this Contract or the Employment Agreement shall prevent the Player from undertaking promotional activities or from exploiting the Player's Image, so long as:
  - 4.3.1. The said promotional activities or exploitation do not interfere or conflict with the Player's obligations under this Contract and the Employment Agreement.
  - 4.3.2. The Player gives reasonable advance notice to the Club of any intended promotional activities or exploitation.
- 4.4. The Player hereby grants to the Club the right to photograph the Player both individually and as a member of a squad and to use such photographs and the Player's Image. The said use shall be made in a Club Context in connection with the promotion of the Club and its playing activities, the manufacture, sale, distribution, licensing, advertising, marketing and promotion of the Club's branded and football related official products (including the Strip) as well as for services (including such products or services which are endorsed by or produced under licence from the Club), in such manner as the Club may reasonably think fit so long as:
  - 4.4.1. The use of the Player's photograph and/or Player's Image either alone or with not more than three other players of the Club shall be limited to no greater usage than the average for all players in the Club's Team where the Player is engaged;

- 4.4.2. The Player's photograph and/or Player's Image shall not be used to imply any brand or product endorsement by the Player;
- 4.4.3. All the relevant Club's rights shall cease on the termination of the Employment Agreement, save for the use and/or sale of any promotional materials or products as aforesaid as shall then already be manufactured or in the process of manufacture or required to satisfy any outstanding orders.
- 4.5. Nothing in this clause shall prevent the Club from entering into other arrangements with the Player, additional or supplemental hereto or in variance hereof, in relation to advertising, marketing and/or promotional services. All such agreements must be submitted to the CFA.

## **5. Remuneration and expenses**

- 5.1. Throughout his engagement the Club shall pay to the Player the remuneration and shall provide the benefits (if any) as are set out in the Employment Agreement.
- 5.2. The Club shall reimburse the Player all reasonable hotel and other expenses wholly and exclusively incurred by him in or about the performance of his duties PROVIDED that the Player has obtained the prior authorisation of the Club and the Player furnishes the Club with receipts or other evidence of such expenses.
- 5.3. The Club may deduct from any remuneration payable to the Player:
- 5.3.1. Following the Players prior consent, any monies disbursed and/or liabilities incurred by the Club on behalf of the Player;
- 5.3.2. Any other monies (but not claims for damages or compensation) which can be clearly established to be properly due from the Player to the Club.
- 5.4. If at a disciplinary hearing conducted according to Part I hereto a fine is imposed on the Player calculated by reference to the Player's weekly or monthly wage, the fine shall take the form of forfeiture of wages of a corresponding amount so that the amount forfeit shall not become payable to the Player. The forfeiture shall take effect in relation to the monthly instalment of the Player's remuneration falling due next after the date on which the notice of the decision is given to him.

## **6. Obligations of the Club**

- 6.1. The Club shall:
- 6.1.1. Observe the Rules of the CFA which shall take precedence over the Club Rules,
- 6.1.2. Provide the Player at the beginning of each playing season copies of all the Rules which affect the Player and of the terms and conditions of any policy of insurance in respect of or in relation to the Player with which the Player is expected to comply,
- 6.1.3. Promptly arrange appropriate medical and dental examinations and treatment for the Player at the Club's expense in respect of any injury to or illness (including mental illness or disorder) of the Player save where such injury or illness is caused by an activity or practice on the part of the Player which breaches clause 3.2.1 hereof in which case the Club shall only be obliged to arrange and pay for treatment to the extent that the cost thereof remains covered by the Club's policy of medical insurance,
- In respect of any examinations and/or treatment, the necessity for which arose during the currency of the Employment Agreement and notwithstanding its subsequent expiry or termination, the said obligation of the Club shall extend for a period of eighteen months from the date of expiry or termination of the Employment Agreement,
- 6.1.4. At all times maintain and observe a proper health and safety policy for the security, safety and physical well-being of the Player,
- 6.1.5. Release the Player as required for the purposes of fulfilling the obligations in respect of representative matches to his national association pursuant to the statutes and regulations of FIFA,
- 6.1.6. Forfeit and withhold from the Player's 1<sup>st</sup> salary the PASP's annual membership fee and shall pay it to the PASP upon the latter's request.

6.2. The Club shall not without the consent in writing of the Player:

6.2.1. Take or use or permit to be used photographs of the Player for any purposes save as permitted by clause 4.

6.2.2. Use or reveal the contents of any medical reports or other medical information regarding the Player obtained by the Club save for the purpose of assessing then Player's health and fitness, obtaining medical and insurance cover and complying with the Club's obligations under the Rules of the CFA.

## **7. Injury and Illness**

7.1. Any injury to or illness of the Player shall be reported by him or on his behalf to the Club immediately and the Club shall keep a record of such injury or illness.

7.2. The Player has the right to a second opinion by a medical specialist if he contests the opinion of the Club's specialists. The expenses for this second specialist opinion shall be borne by the Player. If there are still differing opinions, the parties shall seek an independent third opinion, from a specialist mutually agreed upon, which will be final and binding. The costs of the third specialist opinion shall be borne by the Club.

## **8. Disciplinary Procedure**

Except in any case where the Club terminates the Player's employment pursuant to the provisions of clause 9 hereof the Club shall operate the disciplinary procedure set out in Part I hereto in relation to any breach or failure to observe the terms of this Contract, the Employment Agreement, the Rules of the CFA or the Club's Internal Regulations.

## **9. Termination of Employment**

9.1. The Club shall be entitled to terminate the Employment Agreement in writing to the Player if the Player:

9.1.1. Shall be guilty of Gross Misconduct,

9.1.2. Shall fail to heed any final written warning given under the provisions of Part 1 hereto,

9.1.3. Is convicted of any criminal offence where the punishment consists of a sentence of imprisonment of three months or more (which is not suspended).

9.2. The Player shall be entitled to terminate the Employment Agreement in writing to the Club if the Club:

9.2.1. Shall be guilty of serious or persistent breach of the terms and conditions of this Contract,

9.2.2. Fails to pay any due payables or other benefits, allowances or bonuses due to the Player within 30 days since the date that the Club has been put in default in writing by the Player.

9.3. Both the Club and the Player have the right to unilaterally terminate with just cause the Player's Employment Agreement in case the Club's Team where the Player is engaged is relegated to a lower category. This right must be exercised within 30 days following the conclusion of the Championship and the termination notice must be effected in writing or else the termination shall be contrary to the terms of the present Contract, the Employment Agreement and the Rules of the CFA.

## **10. Holidays**

The Player is entitled to 24 days of paid leave for every employment period of 48 weeks or, in case of shorter employment, the corresponding proportion. If the requested leave falls within the playing season, it will be subject to the approval of the Club.

## **11. Survival**

The provisions of the Employment Agreement shall remain in full force and effect in respect of any act or omission of either party during the period of the Employment Agreement notwithstanding its expiration or termination.

## **12. Confidentiality**

12.1. The Employment Agreement is to be treated as being private and confidential. Its contents shall not be disclosed or divulged either directly or indirectly to any person, firm or company whatsoever either by the Club, the Player or any Intermediary of the Club or the Player except:

12.1.1. With the prior written agreement of both the Club and the Player.

12.1.2. As may be required by any statutory, regulatory, governmental or quasi-governmental authorities or as otherwise required by law or pursuant to the Rules of the CFA.

12.1.3. In the case of the Player, to his duly appointed Intermediary and professional advisers including the PASP.

12.1.4. In the case of the Club, to its duly appointed Intermediary and its professional advisers or to such of its directors, secretaries, servants, representatives or auditors to whom such disclosure is strictly necessary for the purposes of their duties and then only to the extent so necessary.

## **13. Dispute Resolution**

Any employment dispute between the Club and the Player shall fall under the exclusive jurisdiction of the National Dispute Resolution Chamber of the CFA and shall be resolved according to the applicable regulations of the CFA.

## **14. Miscellaneous**

14.1. This Contract and the Player's Employment Agreement constitute the entire agreement between the Club and the Player and supersede any and all preceding agreements between the Club and the Player regarding the employment period mentioned in clause 1 of the Player's Employment Agreement.

# **PART I**

## **Disciplinary Procedure and Penalties**

### **1. Introduction**

The disciplinary procedure aims to ensure that the Club behaves fairly in investigating and dealing with allegations of unacceptable conduct of the Player. The Club nevertheless reserves the right to depart from the precise requirements of its disciplinary procedure where the Club considers it expedient to do so and where the Player's resulting treatment is no less fair.

### **2. Records**

All cases of disciplinary action under this procedure will be recorded and placed in the Club's records. A copy of the Club's disciplinary records concerning the Player will be supplied to the Player at his request. These records are personal and private and it is prohibited to be supplied to any third person without the prior written consent of the Player.

### **3. Procedure**

The following steps will be taken as appropriate in all cases of disciplinary action:

#### **3.1. Investigation**

No action will be taken before a proper investigation has been undertaken by the Club into the matter complained of. If the Club determines the same to be appropriate the Club may by written notice suspend the Player for up to fourteen days while the investigation takes place. If the Player is so suspended the Employment Agreement together with all the Player's rights under it including the payment of the Player's remuneration and benefits shall remain in force. However, during the period of suspension the Player will not be entitled to access to any of the Club's premises except at the prior request or with the prior consent of the Club and subject to such conditions as the Club may impose. The decision to suspend the Player will be notified in writing to the Player by the Club.

#### **3.2. Disciplinary Hearing**

3.2.1. If the Club decides to hold a disciplinary hearing about the matter complained of the Player will be given full details in writing of the complaint against him and reasonable notice of the date and time of the hearing. At the hearing the Player will be given an opportunity to state his case either personally or through his representative.

3.2.2. Subject as provided in paragraph 3.2.3 and provided that the Player so wishes or is considered as appropriate by the Club, no disciplinary penalty will be imposed without first giving the Player the opportunity to state his case to the coach or any other Club official.

3.2.3. A disciplinary hearing may proceed in the Player's absence and a disciplinary penalty may be imposed if he fails to appear at such hearing after having received proper notice thereof.

#### **3.3. Appeal**

3.3.1. The Player shall have a right of appeal to the Board against any disciplinary decision.

3.3.2. The appeal must be filed in writing within 14 days of the date of notification to the Player of the disciplinary decision.

3.3.3. The appeal hearing shall be conducted as soon as possible and the Player will be given a right to state his case de novo.

3.3.4. The decision of the Board must be issued within 7 days from the conclusion of the hearing and will be final and binding regarding the Club's internal procedures.

3.3.5. Any internal disciplinary decision of the Club, either in first instance or after appeal, does not affect the rights of the Player to challenge this decision before the competent CFA bodies, provided that these bodies will have the jurisdiction, as per the applicable CFA regulations, to hear the case.

#### **4. Disciplinary Penalties**

- 4.1. At a disciplinary hearing or on an appeal against a disciplinary decision the Club may dismiss the allegation or if it is proved to the Club's satisfaction may impose the following sanctions:
  - 4.1.1. Oral warning,
  - 4.1.2. Written warning,
  - 4.1.3. Final written warning after a previous warning or warnings,
  - 4.1.4. Fine not exceeding the amount of the Player's basic wage for a period of up to two weeks for a first offence and up to four weeks for subsequent offences in any consecutive period of twelve months,
  - 4.1.5. Training with the Second Team of the Club for a period of up to two weeks for a first offence and up to four weeks for subsequent offences in any consecutive period of twelve months,
  - 4.1.6. Prohibition to attend at any of the Club's premises for such period as the Club thinks fit, not exceeding four weeks,
  - 4.1.7. Termination of the Player's employment, as per clause 9.1 of the Standard Employment Contract.

The above penalties may be imposed accumulatively. The severity of a penalty must not be disproportional to the gravity of the offence.