

Player agreement

PARTIES

Player _____ (hereinafter 'Player')
Personal identity code _____
Address _____
Telephone _____
E-mail address _____

Club _____ (hereinafter 'Club')

Representative of the club _____
Business ID _____
Address _____
Telephone _____
E-mail address _____
Contact person _____

All notifications related to the contractual relationship will be submitted via one of the above-mentioned contact details, and the other contracting party must be immediately informed of any changes to the contact details.

This player agreement template must be used for all the new player agreements that are related to the below-mentioned divisions and are *signed on 1 March 2020 or later*. This player agreement is to be used in connection with the following adult divisions: Men's League, Men's First Division, Men's Second Division, Women's League, and Women's First Division.

The Club and the Player give their consent to both the Club and the Football Association of Finland publishing the duration of the Agreement.

Both the Club and the Player shall sign this *agreement ('Agreement')* that complies with the *player agreement template*. The financial terms and conditions in force between the Player and the Club shall be specified in a separate agreement concerning the *commercial terms and conditions ('Commercial Terms and Conditions')* that must be *appended* to this Agreement.

If some other terms of agreement conflict with the terms and conditions stipulated in this Agreement, the terms and conditions of this Agreement shall primarily be applied to the contractual relationship. The terms and conditions stipulated in this Agreement, as well as any mandatory statutory provisions concerning the Agreement, shall be applied to the contractual relationship between the Club and the Player.

With this Agreement, the Player undertakes to train and play in the Club under the Club's management and supervision. The Player is obligated to behave so that they do not cause, with their behaviour or unsportsmanlike conduct, any harm to the Club, the sport, or sports in general. In addition, the Player is also always obligated to keep in good shape.

AGREEMENT PERIOD

This agreement is valid for a fixed period. The agreement enters into force on _____ and ends on _____.

The work stipulated in the agreement will start on _____. The temporary nature of the agreement is due to a common practice in and the seasonality of the sport.

TERMS OF AGREEMENT

§ 1 Player's team

The Player's team shall be the Club's first team, reserve team, farm team, collaboration club team, or junior team, unless otherwise stipulated in *Commercial Terms and Conditions*. In this agreement, 'Club' refers to a member association of the Football Association of Finland or a community, to which a member association's competitive activities have been transferred with an agreement that has been concluded between the association and the community and approved by the executive committee.

§ 2 Trial period clause

If the trial period clause stipulated in the Finnish Employment Contracts Act is applied to the Agreement between the Player and the Club and the Player's contractual or employment relationship is terminated *by the Club* on the basis of the trial period clause, the Club is obligated to assign the Player's rights of representation to the new club without any compensation or clause provided that the Player has no outstanding obligations towards the Club. The rights of representation are to be assigned freely without any match restrictions.

The Club cannot terminate the Agreement on the basis of the trial period clause to end at a time when it is not possible to transfer the rights of representation in accordance with the competition rules, unless the Player has committed a material breach of contract.

§ 3 Essential terms and conditions concerning the player relationship

The Player's primary duties include playing and training in the teams specified in section 1. The Club also has the right to assign the Player with some other work that is related to the Player's role or stipulated in the Commercial Terms and Conditions, but that work may not incur any expenses to the Player. In the case of such work, the Player's realistic opportunities to engage in the work must always be taken into account.

The Player shall work at the domicile of the Club or the other team appointed by the Club in accordance with section 1. Due to the nature of the work, the Player is obligated to travel in accordance with the Club's current instructions in a manner that does not incur any expenses to the Player. The obligation to travel may only be related to the competitive or training activities of the Club or team.

The representative of the Club shall act as the Player's immediate supervisor. In connection with matters related to matches and coaching, the Player is obligated to follow the instructions provided by the Club's coaching personnel.

The Player does not have any regular working hours. Instead, the Club shall determine more specific daily working hours on the basis of the requirements and conditions of the playing and training seasons.

The Player's average weekly working time is 40 hours. When determining the Player's working time, an effort shall be made to ensure that the regular working hours stipulated in the Finnish Working Hours Act are not exceeded by, e.g., granting the Player rest days or days off that are not included in the working time. A separate document, which is to be appended to this Agreement, can be drawn up to specify the working time-related applications concerning this Agreement that are stipulated in the Working Hours Act.

§ 4 Option clauses

The possible option clauses between the Club and the Player shall only be binding when they have been agreed upon in the *Commercial Terms and Conditions* appended to this Agreement. Unless the salary for the option season has been agreed upon in the Agreement or *Commercial Terms and Conditions*, the salary for the option season shall be determined on the basis of the terms of agreement in force *during the period of this Agreement*.

§ 5 Player's kit

Unless otherwise stipulated in the Commercial Terms and Conditions, in training sessions, matches, and other Club functions, the Player must use the kit approved by the Club in accordance with the instructions provided by the team and Club management. The kit provided for the Player must be returned to the Club, unless otherwise stipulated in the Commercial Terms and Conditions.

§ 6 Commercial rights, marketing, and the Player's personal data

The Player shall, without separate compensation, undertake to represent the Club in the PR and other events determined by the Club management. When requested by the Club or coaching management, the Player is obligated to participate in the press conferences held both before and after the matches and give post-match interviews to the media.

When it comes to marketing, the Club has the exclusive right to the photographs, videos, and other similar material featuring the Player in the Club kit. *The Player gives their consent to the photographs, videos, and match recordings featuring the Player in the Club kit being used, for marketing purposes, by the Club without separate compensation during the period of validity of the Agreement. In addition, the Club may also release image or video material featuring the Player to its collaboration partners, the Finnish Football League Association (Veikkausliiga), or the Football Association of Finland for marketing purposes. The Player authorises the Club to design and sell marketing or fan products that utilise the Player's person (e.g., name or number). This must, however, take place in a manner that takes into account the marketing agreements agreed upon in the Commercial Terms and Conditions or between the Player and an external party, and the Player's approval must be obtained for all such products.*

The best marketing practices, jointly agreed other practices, or the current guidelines (in which the Player's interests are also taken into account) verified by Jalkapalloliiga ry for the Football Association of Finland or the Finnish Football League Association (Veikkausliiga) shall be followed in all marketing that concerns or utilises the Player's person on the Club kit.

The Player gives their consent to their ordinary personal data being released and recorded in the registers of the Football Association of Finland for the registration and management of the licence required for sporting activities, as well as for similar purposes specified in the privacy policy of the Football Association of Finland. The Player's personal data may be released further and registered in the systems that are necessary for the management of the Club's sporting activities (e.g., for insurances, healthcare, and physical training). In addition, the Club, the Football Association of Finland, and the Finnish Football League Association (Veikkausliiga) also have the right to collect, utilise, and publish different kinds of team and player-specific data produced during the matches.

The Player must inform the Club of any personal sponsorship or similar agreements before signing the player agreement. Unless otherwise agreed upon in the Commercial Terms and Conditions appended to this Agreement, during the period of validity of the Agreement, the Player is not entitled to conclude any personal sponsorship or similar agreements that conflict with the Club's corresponding agreements.

The Club and the Player may agree upon common rules concerning the use of social media in matters related to the Club's activities. Whenever using the social media, the Player must adhere to good manners and also take the Club's interest into account.

§ 7 Provisions concerning the player's representative

Any provisions according to which the Player must use the representative selected or approved by the Club are null and void. The Player must, however, inform the Club of having a representative agreement if such an agreement exists.

The Player shall be responsible for the expenses incurred by using a representative of their own. Expenses for the Player using a representative of their own choosing may only be incurred to the Club if the reimbursement of such expenses has expressly been agreed upon in the financial terms and conditions.

§ 8 Release of health records

Without the Player's consent, the Club has no right to release detailed health records concerning the Player to a third party within the limits of the applicable legislation. *The Club does, however, have the right to report, at a general level and without invading the Player's privacy, for instance any injuries that prevent the Player from playing.*

The Player declares that they accept the fact that the Club's inclination to conclude the Agreement is, essentially, based on the Player's health and the related information. The Player declares that, before signing the Agreement, they have informed the Club, or the healthcare professional appointed by the Club, of all the important matters that can be considered relevant for the Player's opportunity to fulfill the obligations stipulated in this Agreement and the Club's willingness to sign this Agreement.

§ 9 Gambling ban

The Player shall undertake to, neither personally nor via a representative or *on anyone's behalf*, not bet, participate, or otherwise influence the betting related to the division-level matches played or the match events attended by their own club, the farm team, or the collaboration club team or to otherwise behave in a manner that could cause their activities or the Club's position to be questioned in relation to betting.

The Player shall undertake to inform the Club, the Football Association of Finland, Jalkapalloliiga ry, the Finnish Center for Integrity in Sports FINCIS (via the Red Button mobile application or some other channel), or the police of any contacts in which a request, enquiry, or other wish has been expressed to prearrange a match result, harm a player in the Player's own team or the opposing team, manipulate match events or field conditions, or disturb the activities of the opposing team before the match or during it. Furthermore, the Player shall also undertake to inform the above-mentioned parties of any contacts in which they have been offered money or other benefits of monetary value to fix a match.

The failure to comply with this term of agreement may entitle the Club to terminate the player agreement with immediate effect. *In addition, any activities that do not comply with this term of agreement may lead to disciplinary measures by the Club, the Football Association of Finland, Jalkapalloliiga ry, or some other similar entity.*

§ 10 Doping, narcotics, and the use of medicinal products

The Player shall undertake to following the currently applicable Finnish anti-doping regulations verified by FINCIS and the World Anti-Doping Code, as well as to refrain from using any narcotics. Unless otherwise stipulated in the guidelines provided by FINCIS, the currently applicable medical

code issued by the International Olympic Committee shall be applied to the anti-doping testing procedures.

The proven use of doping or narcotics by the Player that results in a legally valid suspension from competition entitles the Club to terminate the Player's agreement.

The Player shall undertake to refrain from using any substances or methods that are considered prohibited in sport, unless they have been provided with an exemption in accordance with the Finnish anti-doping regulations. An up-to-date list of the prohibited substances and methods is available on the website of the Finnish Center for Integrity in Sports at www.suek.fi. The Player is always particularly responsible for complying with all the guidelines and provisions of the currently applicable Finnish anti-doping regulations. The Player must always inform their physician of the fact that they are not allowed to use any substances or methods that are prohibited in sport and ensure that they do not violate the anti-doping regulations during medical treatment.

§ 11 Obligation to comply with the competition rules of the sport federation

The currently applicable competition-related rules and regulations of FIFA, UEFA, and the Football Association of Finland shall be followed in all competitive activities. *Furthermore, the Club and the Player are obligated to comply with the ethical guidelines provided by FIFA, UEFA, the Football Association of Finland, and the Club.*

The Player shall also undertake to following the Club's rules if they have been submitted to the Player in writing before the signing of the Agreement.

The Player declares and is responsible for ensuring that the Player or the Player's representative have not, in relation to the Player's club transfer, concluded any agreements or made any other arrangements to transfer the Player's financial rights, either in whole or in part, to third parties (third-party ownership).

§ 12 Point and bonus pay and team compensation

If it so decides, the Club may conclude a bonus agreement with the whole team or each individual player or establish a system for point and bonus compensation in relation to the bonuses to be paid on the basis of individual matches or the division result. The Club shall not be under any obligation to grant such bonuses on the basis of the employment contract or labour legislation, and all the bonus systems concerning different agreement periods are individual cases that cannot be considered to constitute the benefit achieved by the Player referred to in the labour legislation. The point and bonus pay and team compensation paid by the Club do not entitle the Player to holiday pay.

If the Player does not play in the Club's first team but in another team appointed by the Club (specified in § 1), the salary, as well as the point and bonus compensation and any similar compensation, shall be paid to the Player in accordance with what has been agreed upon between the Club and the team, unless expressly otherwise stipulated in the Commercial Terms and Conditions.

The right to point, bonus, and team compensation shall be determined on the basis of the team to which the Player was appointed at the time when the compensation was earned. Unless otherwise agreed upon the point and bonus compensation and any similar compensation concerning the whole team in the Commercial Terms and Conditions, the compensation shall be divided into equal shares between all players and no bonuses shall be paid to the Player if they play in another club due to a loan agreement. Exceptional principles of division can be agreed upon among the Club or team on a match or team-specific basis.

The Club shall draw up a notification on the *arrangements made among the Club or team*, if such arrangements exist, and the team shall sign the notification. Each player shall also provide their signature to indicate that they have received the notification, and a copy of that notification shall be appended to each player agreement.

§ 13 Insurance

The Player must be provided with pension and accident insurance in accordance with the legislation concerning the pension and accident insurance of athletes. Within a month of the start of the employment, the Player must be provided with a report drawn up by the insurance company on the amounts of insurance and the existence of insurance cover. If the Player does not have to be insured in accordance with the above-mentioned law, the Club must insure the Player on the basis of the competition rules of the Football Association of Finland. The insurance option is determined in the *Commercial Terms and Conditions*.

The Club may disclose information about the existence of the Player's insurance cover to Jalkapalloliiga ry and the Football Association of Finland.

§ 14 Sick pay

If the Player is unable to perform the work agreed upon in the Agreement due to illness or other accident that has not occurred while performing the work referred to in this Agreement, the Player is entitled to, for the same illness, sick pay for 2 months starting from the beginning of the illness. Incapacity for work shall be determined by the physician appointed by the Club if such a person has been specified for the Club's activities.

If the Player is unable to perform the work agreed upon in the player agreement due to illness or an accident that has occurred while performing the duties referred to in this Agreement, the Player is entitled to, for the same illness and accident, a full salary for the entire period of incapacity, but only for a maximum period of 7 months. Furthermore, for the period of incapacity that exceeds 7 months, the Player must be paid 75% of the full salary, but never for a period longer than 12 months starting from the beginning of the illness. The Player's right to receive sick pay from the Club shall, however, end no later than when the Agreement expires.

During the period of incapacity, the Player shall be relieved of the duties that they cannot take care of in accordance with the physician's statement. Here, duties refer to training that is guided, supervised, ordered by the Club, or based on the training programme. Furthermore, duties also refer to the match, training, camp, or sponsor events or other obligations that are based on this Agreement and the related trips. The compensation for loss of income which the Player has received from a third party, excluding the compensation received via the Player's voluntary health or accident insurances, can be deducted from the payment obligations concerning the period of incapacity due to illness or an accident mentioned earlier in this section.

The Player is obligated to provide the Club with a transfer authorisation for the sum corresponding with the sick pay, so that the Club can use it to seek reimbursement from a third party for the amount it has paid. The Club is not, however, obligated to pay the compensation due to illness or an accident stipulated in this section if the illness or accident has been caused by the Player with intent or gross negligence. This also refers to accidents that have occurred while engaging in sporting and/or physical activity that is prohibited in according to the Commercial Terms and Conditions.

The Club shall not be obligated to provide the Player with the compensation due to illness or an accident referred to in this section if the Player fails to comply with the medication, care, and rehabilitation instructions and orders given by the physician.

§ 15 Annual holiday and rest days

The Player's right to annual leave is determined on the basis of the Finnish Annual Holidays Act if the agreement in question is an employment contract referred to in the Annual Holidays Act. Due to the nature of the work, the annual leave shall be taken outside the football season and the actual holiday season (1 May – 30 September) and primarily during the period between November and *December* in each calendar year.

The annual leave can, however, also be taken during the actual holiday season if the parties separately thus agree or *if the Club informs the Player of the annual leave in accordance with the period of notice stipulated in the Annual Holidays Act*. The annual holiday must consist of at least one continuous period of two weeks. The rest of the annual holiday must be taken in periods of at least a week. The Player must be informed of the annual leave in writing at least two weeks before the beginning of the annual holiday. If the Club does not inform the Player of the leave, the Player's annual leave shall begin on the Friday of the week following the last official match and last for four weeks. No match or training obligations can be assigned to the Player during the annual leave. On the basis of this Agreement, no so-called holiday bonus shall be paid to the Player.

If the Club or the coach provides the players or the team with a joint monthly or annual schedule in which the players' holiday periods are clearly stated, the Club is considered to have provided sufficient information on the annual leave days.

Due to the nature of the employment relationship and the Player's obligation to keep in good shape, the Club may employ personnel whose duties include helping the Player stay in good physical and mental health both during and outside the football season. If the Club or its representative provides the Player with instructions and recommendations for staying in good physical and mental health during the annual leave, such instructions shall not be regarded as mandatory training obligations required in the employment relationship but as the Player's voluntary activities that are in the Player's best interests. All training that takes place during the holiday period shall be based on the Player's voluntariness.

The days off that occur during the football season are not the Player's annual holiday days but rest days determined by the employer. *The Player can be assigned with duties during a rest day, and when the Club or coach so declare, the Player must also be able to be reached by the Club or the coach during rest days.*

As an exception to the above mentioned, the Player shall not be obligated to work during the period between 12pm (midday) on the Friday before Midsummer and 12am (midnight) on Midsummer Saturday, excluding international match events.

§ 16 Forbidden contractual penalty clauses

A liability for compensation that violates the Finnish Employment Contracts Act may not be imposed on the Player, and the amount of liability must never exceed 20% of the Player's annual income. The liability for compensation requires that it has been clearly, separately, and unequivocally agreed upon in the Commercial Terms and Conditions.

17 § Funding

If the Player wants to, under the currently applicable section of the Finnish Income Tax Act, place a share of their earned income in a fund, the Club must see to it that the specified share is monthly transferred to the fund under the Player's name as stipulated in the *Commercial Terms and Conditions*.

§ 18 Termination of the player agreement

A player agreement that has been concluded in accordance with the Finnish Employment Contracts Act can only be terminated under the conditions specified in the Employment Contracts Act. Another type of player agreement can be terminated if the Player commits a material breach of this Agreement or behaves in a manner that causes substantial damage or harm to their Club or teammates.

If the player agreement is agreed to be terminated with a joint decision, the Player has the right to be freely transferred to another club without the Club being entitled to any compensation for the transfer of the Player's rights of representation to a new club.

The player agreements that are valid until further notice can be terminated in accordance with the conditions of the Finnish Employment Contracts Act. After the period of notice, the Player is a so-called free player and the Club has no right to claim any compensation from the new club for the transfer of the Player's rights of representation.

§ 19 Obligation of professional secrecy

The parties shall undertake to keep confidential the financial terms and conditions agreed upon between the parties in the *Commercial Terms and Conditions*.

§ 20 Dispute settlement

Any disputes concerning the Player's contractual relationship shall be settled in general court at the Club's domicile. The Finnish law shall be applied to all disputes.

§ 21 Distribution

Two identical copies have been made of this agreement, one for the Club and one for the Player. The Club must provide the Football Association of Finland with a copy of this agreement within the period stipulated in the licence or competition rules. *When requested, a copy of the agreements concluded by the Club playing in the League may also be submitted to Jalkapalloliiga ry.*

Place and time: _____

Signatures:

Representative of the club

Player

Guardian of a minor player

APPENDIX TO THE PLAYER AGREEMENT – COMMERCIAL TERMS AND CONDITIONS

This appendix containing the financial and other terms and conditions concerning the Player is included in the following agreement:

Player: _____

Club: _____

Representative of the club: _____

Date of signing the player agreement: _____

A Representative has represented the Player in the agreement/transfer negotiations in accordance with the Rules of Representation.

____ Yes / ____ No.

Representative's signature and name in block letters

A Representative has represented the Club in the agreement/transfer negotiations in accordance with the Rules of Representation.

____ Yes / ____ No.

Representative's signature and name in block letters

1 Financial terms and conditions:

Salary-related terms and conditions:

Monthly salary / gross _____

Date of salary payment: on _____ each month.

Other: _____

Other possible benefits, bonuses, or compensation

Match pay/gross _____

Payment date: _____

Point pay/gross _____

Payment date: _____

Team bonuses/gross _____

Payment date: _____

Fringe benefits

Other agreed terms and conditions (compensation for tax-free expenses shall only be paid on presentation of expense reports in accordance with the provisions and instructions provided by the tax administration)

2 Other terms and conditions:

Player's team

On the basis of the Club or farm agreements, the Player does not have to play in the following teams:

Trial period clause:

Length of trial period (max. 6 months): _____ from the beginning of employment.

Option clauses:

Option clauses also for Player _____ Yes / _____ No.

Length and period of option season: _____

The Player must be informed, in writing, of the implementation of the option clause at least _____ months before the end of the agreement at the risk of not being able to implement the clause any longer.

Salary terms for the option season:

Other terms for the option season:

Insurance

Insurance is mandatory for all young persons and all the adults playing in the adult divisions of the association. The insurance will enter into force in accordance with the insurance terms provided in the product description. *If there is no need to insure the Player on the basis of the act on the accident and pension insurance cover of athletes, the Player is covered by another insurance (insurance company and cover).*

If the Player undergoes an accident during sporting activities, the Club shall undertake to compensate any reasonable surgery and treatment expenses incurred to the Player due to this accident for the part that exceeds the maximum amount of the treatment expenses covered by the insurance: _____ Yes / _____ No.

Permitted sporting and physical activity

The Player has the right to engage in regular exercise, such as running and going for walks. With the Club’s permission, the Player also has the right to engage in other type of sporting and physical activity. Sporting and physical activity permitted by the Club:

Football shoes

The Player shall use the _____ (brand) football shoes included in the Club’s kit agreement during training and matches, in which case the Club shall be responsible for the acquisition and costs of the football shoes ____ Yes / ____ No.

Funding of earned income

I wish to place a share of my earned income in the fund of the Suomen urheilijoiden koulutus- ja ammatinedistämissäätiö foundation.

The share placed in the fund shall not be taxed in the year of earning. Share of my monthly income: _____% or _____ euros.

If they so wish, the Player can amend this term of agreement with a separate notification submitted to the Club: ____ Yes / ____ No.

Third-party ownership

The Player is bound by an agreement or arrangement that may affect the transfer of the Player’s financial rights from the Player to a third party or violates the international or national third-party ownership regulations: ____ Yes / ____ No.

Playing as a professional

This Agreement is the Player’s first professional agreement ____ Yes / ____ No.

Exceptions and specifications to § 16 of the Agreement

Other terms and conditions (e.g., kit, behaviour, liability for compensation)
