

(club's stamp)

(MFA stamp)

Pursuant to Articles 14, 15, 20, and 28 of the Labour Relations Law (Official Gazette of RM no. 34 of 17 February 2014) and Article 31-a of the Law on Sport (Official Gazette of RM no. 29/2002 and 81/2008) amendments and supplements), and the provisions of the Rulebook on registration, status and transfer of FFM football players, the following

**AGREEMENT ON EMPLOYMENT OF FOOTBALL PLAYERS
WITH FOOTBALL AS A PROFESSIONAL OCCUPATION**

NO. _____
(agreement number)

is concluded between:

1. _____
(full name if the Football Club)
headquarters in _____
address _____
Unique Business Number _____ personal Tax Number _____ ID (komet) _____
(hereinafter in the text referred to as "Employer/the club")

and

2. _____
(Football player's name, parent's name and surname)
Unique Registration number _____ ID number _____
Passport No. _____ issued by _____ valid until _____
(for foreign citizens)
place of birth _____
address of living _____
(same address as in the passport/ID)
former player of the club
(FC)

_____ from _____
(hereinafter in the text referred to as "the football player")

These terms of the Agreement shall have the following meaning:

football player – a professional football player who has concluded an Employment Agreement of a Football Player with Football as a Professional Occupation.

Employer/club – a football club which in accordance with the Acts of FFM, has the right to conclude an Employment Agreement of a Football Player with Football as a Professional Occupation (a professional agreement)

signature of the
footballer/parent

signature of the
intermediary/representative

signature of the employer's
authorized person

agreement/professional agreement – is this agreement and the annexes concluded after the signing of this agreement which amend and supplement its content (without breaking the obligatory provisions of this agreement), verified in a subscribed manner.

transfer window – transfer window determined with the acts of FFM

football rules – Statute(s), Rulebooks, decisions, conclusions on relevant football entities – Municipal football association (MFA), Football Federation of Macedonia (FFM), the Union of European Football Associations (UEFA), International Federation of Association Football (FIFA).

Subject of Agreement

Article 1

This Agreement regulates the rights, obligations and responsibilities for labour relations of the Agreeing parties.

Article 2

In determining the rights, obligations and the responsibilities of the labour relation, the Agreeing parties oblige to respect the provisions of the Labour Relations Law and other laws of Republic of Macedonia, International Agreements Binding the Republic of Macedonia, the Employer's acts, the football rules of MFA _____, FFM, UEFA, FIFA as well as the decisions of the relevant arbitral tribunals.

Agreement Duration

Article 3

With this Agreement, the agreeing parties establish employment on a specified period of time in accordance with the terms of this Agreement.

Article 4

This agreement concluded on _____ and in accordance with the provisions of the Rulebook on registration, status and transfer of FFM football players formally expires before the beginning of the transfer window, i.e. on _____.

In accordance with the provisions of the Rulebook on registration, status and transfer of FFM football players, this agreement is concluded for a period of ___ (___) years and ___ (___) months.

The concluded agreement must be published in Makfootball which produces legal action in the football organization.

Obligations of the employer (the club)

Article 5

The employer (club) has the following obligations:

- report the employment of the football player in the Agency for Employment of the Republic of Macedonia;
- pay the football player a salary and other incomes in accordance with the law and the Club's Rulebook on Rewards, which is an integral part of this agreement;
- enable the football player to regularly exercise the social insurance rights (health, disability and pension);
- provide the football player with insurance against sports injury;
- provide the football player with necessary training conditions, competition and preparations;

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- provide the football player with necessary material and professional - pedagogical improvement conditions, attendance of compulsory teaching / education in accordance with the national legislation;
- provide the football player with free access to work rooms - locker rooms / field / hall;
- provide safety and health conditions at work in accordance laws and bylaws on safety and health at work;
- protect and respect the football player's personality and dignity and his personal data;
- collect, process and transfer personal data to third party-persons only in accordance with the law or if it is necessary for realization of the rights and obligations arising from this agreement;
- to the football player to use paid annual leave;

(the agreeing parties may agree on additional obligations that the employer has in accordance with the positive legal regulations of the Republic of Macedonia and the football rules).

Obligations of the football player

Article 6

The football player undertakes that he shall:

- regularly participate and put effort in all trainings, preparations and matches of the club;
- follow the coach's instructions to fulfil the tasks as a football player with high quality;
- adhere to the schedule of trainings, competitions and others activities for which the football player was previously notified in writing by the competent authority person;
- respect the club's rules, order, and discipline, the rules of the football game and behave in a sports spirit towards the participants in the game and the officials of the competition and the club;
- maintain a healthy lifestyle and a high level of physical readiness;
- respect the club's dress code, attend sports and commercial events in order to successfully represent the club;
- refrain from making statements that damage the reputation of the club;
- refrain from participating in other football activities or potentially hazardous health activities for which there are no club approval and injury insurance;
- adhere to the rules of anti-doping, shall notify the club immediately in case of illness or injury and shall not undergo medical treatment without informing the club's doctor first (except in an emergency).

When temporary disability in the training process / competition is ascertained by another medical person, the club shall be submitted a certificate by the medical person;

- perform medical examinations on a regular basis, at the request of the club doctor;
- not bet and undertake illegal activities that would influence the course and outcome of the matches;
- follow the rules of anti-discrimination policy of the federation and the club;
- take care of the property / equipment he owns to the club and shall return it after the expiration / termination of the agreement;
- When called by authorized persons from the Football Federation of Macedonia in agreement with the club, the football player shall appear for preparations for performance for the national football teams of the Federation of Macedonia.

(the agreeing parties may agree on additional obligations of the football player in accordance with the positive legal regulations of the Republic of Macedonia and football rules)

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Article 7

In case the football player does not agree with the club doctor's opinion, the player has the right to another independent medical opinion.

In case both independent medical opinions are in a disagreement, the football player and the club are obliged to seek a third expert opinion and it shall be final.

Article 8

The club / club's doctor is obliged to keep records of football player's injuries, including injuries that occurred during a performance for the FFM national team.

Article 9

The football player shall perform the tasks in the headquarters of the employer, on the club fields, on all fields / in all facilities where the player's team plays or practices.

Working hours

Article 10

The football player establishes a fixed-term employment in accordance with Article 4 of this Agreement with full-time employment of 40 hours per week.

The working hours shall be determined according to the plan and the dynamics of the club's activities in accordance with the Competition Schedule of the team in which the player participates, determined by The Football Federation of Macedonia and published in the expert information sheet "Makfootball".

The exception to paragraph 2 is participation in friendly competitions and international competitions of the team, realized according to a schedule determined by the organizer of the appropriate international competition.

Unjustified non-compliance with the schedule referred to in Article 6 paragraph 1 indent 3 shall mean the same as non-compliance with the working hours in accordance with the Labour Relations Law of the Republic of Macedonia.

Leave

Article 11

The length of the daily, break weekly and annual leave is determined in accordance with the Labour Relations Law and the employer's acts in accordance with the schedule of working hours determined according to the training process and the competition schedule.

Article 12

The annual leave is usually used during calendar year.

The employer is obliged to provide the employee with the least 20 (twenty) working days annual leave, of which 12 working days of leave should be used by the end of the current calendar year, and the rest by June 30 the following year.

As a rule, the annual leave is used after the end of the autumn or the spring part of the championship, in accordance with the determined competition schedule.

The employee is entitled to leave in accordance with a collective agreement with salary compensation, and leave without salary compensation in accordance with Law and employer's acts.

Salary

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Article 13

The football player is entitled to a salary for the performed work tasks.

the Employer shall regulate the categorization of players, salary, rewarding, bonuses, punishment, etc. with help of Rulebooks on Rewards and Disciplinary Measures.

The monthly net salary cannot be less than the minimum salary determined in social dialogue between clubs and the football players' union, confirmed by the Board of FFM.

The monthly net salary of the football player is _____ (_____) denars.

The salary is paid once a month, no later than the fifteenth day in the current month for the previous month on the football player's bank account.

The football player shall receive a certified written statement calculation for gross salary with paid contributions according to Law with each paid salary.

Other income

Article 14

The football player is entitled to other allowances and income determined by law and collective agreement:

- travel expenses in * real amount _____ organized by the club
- food * real amount _____ organized by the club
- _____ (other)

If the football player has a place of residence different from the place in which the employer performs his activity / the seat of the club /, the employer shall provide the player with adequate accommodation.

- accommodation * real amount _____ organized by the club

The football player is also entitled to allowances and income determined by the acts of the Employer in case of:

- success in his work- individual commitment, i.e. achieved results of the team he plays for in the national team competition and international performances in accordance with the Rulebook on Rewards the Employer.
- transfer fee / transfer of the football player to club

Article 15

Taxes and contributions shall be paid by the employer and the football player in accordance with the positive legal regulations in the Republic of Macedonia.

Media rights

Article 16

The club has the rights to represent the football player (image rights) / photography, shooting, etc. / as part of the team.

The football players can individually dispose with their own image rights / photography, shooting if such disposal is not contrary to existing agreements and undertaken obligations of the club.

Anti-doping

Article 17

The Agreeing parties oblige that while executing the obligations arising from this agreement, they shall consistently observe the FFM, UEFA and FIFA anti-doping rules.

The club and the football player oblige that any attempt to breach and violate the anti-doping rules shall be reported to the competent authority disciplinary body of FFM.

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Implementation of football rules

Article 18

The employer and the football player agree to respect them football rules and relevant collective agreements as well as harmonize the provisions of this Agreement when the amendments made in rules and collective agreements are in favour of the player.

Discrimination

Article 19

The club guarantees the right to free expression of the football player.

The club and the football player oblige to refrain from any kind of discriminatory behaviour.

The club and the football player oblige to commit to activities aimed at anti-racism, national reconciliation and overcoming other discriminatory phenomena in football.

Transfer of a football player

Article 20

In accordance with the provisions of the Rulebook on Registration, Status and Transfer of FFM football players and the Rulebook on Status and Transfer of FIFA football players, the football player may be transferred to another club with temporary registration.

The transfer from paragraph one of this article shall be done with consent of the football player.

The fee for the football player transfer to another club as well the regulation of the rights and obligations from this contract during the transfer is determined by a special Agreement.

Validity of the agreement

Article 21

This Agreement shall cease to have effect:

1. when the time it was concluded on expires (expired agreement);
2. by declaring it null and void by the competent authority of OFS;
3. by losing the status of the employer as a first league team if it is necessary for the sustainability of the agreement - upon completion of the last round of the current competition season,
4. by losing the status of the employer as a legal entity, in accordance positive legal regulations,
5. with the death of the football player, and
6. by termination.

Disciplinary measures / appeal

Article 22

The club may initiate disciplinary proceedings, proposed by the Disciplinary rulebook of FFM and impose a disciplinary sanction in accordance with the disciplinary rules of the club for non-compliance with the obligations of the football player under this contract,

During the procedure, the football player can choose to be accompanied by the team captain / union representative and represented by a legal representative.

The football player has the right to appeal the disciplinary measure to the FFM Appeals Commission.

The club has an obligation to introduce the football player to the disciplinary measures of the club before signing this contract.

The club has an obligation to introduce the football player to any possible changes to the disciplinary measures of the club that shall occur after signing this agreement.

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Termination of the contract

Article 23

For non-compliance with the provisions of the contract, the agreeing parties may apply for termination of the agreement by justified reasons - fault of one of the agreeing parties in accordance with the Rulebook for registration, status and transfer of FFM players.

The club can apply for termination of the agreement due to football player's fault, on the basis of a disciplinary measure imposed by the club which is confirmed by a competent body of FFM and a disciplinary measure imposed by a competent authority, which is related to violation of anti-doping rules.

Article 24

Termination of the contract is usually done in a transfer window.

The exception to paragraph 1 is termination of an agreement by a justified reason / fault / which is decided at the moment when the conditions for it are met.

Termination of an agreement upon request for termination for a sport justified reason and with a unilateral statement of will is carried out within 15 days of the expiration of the last championship / cup / official match of the club in the current competition year.

Article 25

The contract shall be considered terminated if there is:

1. a decision for amicable termination;
2. a decision for termination by a FFM competent body, after submitted request for termination for a justified reason (because of guilt) including:
 - to the detriment of the club; and
 - to the detriment of a football player
3. a decision for termination by a FFM competent body, after a request for termination for a sport justified reason has been filed in accordance with the provisions of the Rulebook on registrations, status and transfer of FFM players;
4. statement for unilateral termination submitted to the club, MFA and FFM.

The unilateral termination of the Agreement and termination of the Agreement upon a request for termination for a justified reason, constitutes a breach of the provisions of this Agreement by either party.

Unilateral termination of the Agreement in the protected period is subject to disciplinary liability in accordance with the Rulebook on registration, status and transfer of FFM players.

The party of the contract which is not responsible for violation of the provisions of this agreement acquires the right to claim damage.

Pay out clause (optional)

Article 26

In case of unilateral declaration of will to terminate this contract,

___ independent ___ dependent (**to be determined**) on the time of agreement termination
- the football player shall pay the employer (club) an amount of _____ (_____) (denars)

The pay out clause excludes / limits (**should be determine**) the right to claim damages of the club.

(note: the determination "independent" on the time of termination means that the right to a claim for damages is excluded. The determination "dependent" on the time of termination means that the club and the player with agree the additional conditions with an annex)

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Amendment / extension

Article 27

The agreeing Parties may amend and supplement this Agreement.

Any amendment and supplement to this agreement that does not contradict the minimum determined conditions shall be done in writing (with an annex) and it shall be valid in the football organization if it is signed before a MFA body, verified before a FFM body and announced in McFootball.

The Agreeing Parties may extend the duration of this agreement and in accordance with paragraph 2 of this Article, the extension may not last more than 5 years, i.e. 3 years for a minor in accordance with paragraph 2 of this Article.

Jurisdiction in case of dispute

(note: 28a or b should be determined depending on the citizenship and the agreement with the player, delete the unnecessary)

Article 28a

(mandatory for home players)

The agreeing parties agree to resolve any disputes arising out of this Agreement amicably. In case the possible disputes cannot be resolved amicably,

In case the possible disputes cannot be resolved amicably, the National Arbitration Court of the Republic of Macedonia shall have jurisdiction.

(at the Macedonian Olympic Committee).

Article 28b

The Agreeing Parties agree to resolve any disputes arising out of this Agreement amicably.

In case the possible disputes cannot be resolved amicably, the jurisdiction in case of a dispute shall have the body of FIFA -DRC (Dispute resolution Chamber).

Final provisions

Article 29

The positive legal regulations of the Macedonian legislation shall apply to the things not covered by this agreement.

Article 30

In case of any disagreement with the Macedonian version of this Agreement and its English translation, when interpreting the provisions of this Agreement the Macedonian version shall prevail.

Article 31

If any provision contained in this Agreement is declared completely or partially void or ineligible for execution, it shall not affect the importance and enforceability of the other provisions of this Agreement.

The agreeing parties agree to replace the null or void provision with a valid and enforceable one that shall achieve the goal that was intended to be achieved by the null or the non-enforceable provision to the extent that it is possible to do so.

Article 32

The Board of FFM is responsible for interpreting the provisions of this Agreement.

Article 34

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The Club's Disciplinary Rulebook Club's Rulebook on Rewards shall be an integral part of this agreement.

Article 35

This agreement has been concluded and signed before the Registration Commission of MFA and is registered under registration number _____ on _____.

This agreement is made in five identical copies, one of which for the football player, the Employer, the Municipal Football Association, The Football Federation of Macedonia and one for the intermediary or the legal representative, if present at concluding the agreement.

Football player	Intermediary / Legal Representative	Employer
_____ <i>(name)</i>	_____ <i>(name)</i>	_____ <i>(name)</i>
_____ <i>(surname)</i>	_____ <i>(surname)</i>	_____ <i>(surname)</i>
_____ <i>(signature)</i>	_____ <i>(signature)</i>	_____ <i>(signature)</i>

Parent / guardian (if the player is under 18)

Name and surname

signature

MFA Registration Commission

Authorized person

(name and surname)

(signature)

**Competent body of FFM
for verifying agreements**

Authorized person

(name and surname)

(signature)

signature of the
footballer/parent

signature of the
intermediary/representative

signature of the employer's
authorized person