



NON-AMATEUR PLAYERS IN SWITZERLAND

STANDARD SWISS FOOTBALL ASSOCIATION (SFA) EMPLOYMENT CONTRACT: RIGHTS AND OBLIGATIONS

THE STANDARD SFA CONTRACT

The “Employment Contract for Non-Amateur Players” (the “Standard Contract”) of clubs of the Swiss Football Association (“SFA”), which has been compulsory for a long time in national leagues (SFL and CHL), was introduced for clubs in the 1st and 2nd interregional leagues in 2012. In order to better meet the needs of the clubs in these leagues, the SFA introduced a **new version** of this contract on June 10th, 2017.

The Standard Contract, along with the General Terms and Conditions (GTC), details the rights and obligations of clubs and players in their employer-employee relationship. Its objectives are to **protect both players and clubs** and provide greater legal certainty. A copy of the Standard Contract is attached. This memorandum summarizes its scope, as well as certain specific obligations of the parties.

SCOPE

Any adult or underage player who meets the criteria of a **non-amateur player** is subject to the SFA’s Regulations on the Status of Non-Amateur Players and is required to enter into a Standard Contract with his club.

The following players are considered **non-amateurs** within the meaning of Article 139 of the SFA’s Competition Rules: players who in exchange for participation in competitions collect from their clubs *“monetary benefits in excess of the reimbursement of their actual expenses plus a lump sum for costs of up to CHF 500.00 per month.”*

Actual expenses are the costs incurred by the player in carrying out his footballing activity. These typically include travel costs between the player’s home or workplace and the training facilities (max. CHF 0.70 / km), as well as the cost of equipment not provided by the club (e.g., football shoes). However, according to the SFA, they do not include expenses which the player would have to cover as part of everyday life – e.g., housing, food, or purchase of a car.

The club shall **provide the SFA** with a copy of the Standard Contract signed by all parties. It shall also do so if or when the contract is extended.

AMATEUR OR NON-AMATEUR?

Examples to illustrate the determination of a player's amateur or non-amateur status:

- A player who collects CHF 600 per month for travelling expenses, along with an allowance worth no more than CHF 500 in the form of salary, bonuses or any other compensation, may be qualified as an **amateur**.
- A player who lives in a studio whose CHF 400 monthly rent is paid by the club, and who additionally receives a monthly allowance of CHF 300 in the form of salary, bonuses or any other compensation, must be qualified as a **non-amateur**. Since the rent paid by the club is not the reimbursement of an actual expense but is part of the lump sum for costs, the total payment by the club – in this case CHF 700 – exceeds the CHF 500 maximum amount allowed for amateur players.

PENALTIES FOR NON-COMPLIANCE

If a club and its amateur player agree to monetary benefits above the limits set for amateurs, they are liable to **penalties** set by the SFA's Control and Disciplinary Commission. Possible penalties include: deduction of points, game suspensions and fines.

A CONTRACT THAT IS DIFFICULT TO TERMINATE PREMATURELY

The employment contract agreed between a football club and its player is a **fixed-term contract**. Such a contract ends at the term agreed by the parties and may be terminated prematurely by the club or the player only if there is good cause. Legally speaking, **good cause** includes *"any circumstance which renders the continuation of the employment relationship in good faith unconscionable for the party giving notice."* (article 337 (2) of the Code of Obligations)

If the club terminates the employment contract without good cause, the player is entitled to **damages in the amount he would have earned** had the employment relationship ended on expiry of its agreed duration. However, the player must deduct from this amount whatever was saved as a result of the termination of the employment contract, as well as any income derived from a player contract with a new club. Depending on the circumstances, the player may also demand additional compensation from the club for the termination of the contract without just cause.

The ordinary courts in the defendant's location, or if different, the place where the player regularly works, are competent to deal with disputes relating to a player's employment contract, in particular in the event of a termination without just cause. A player who does not have **legal protection insurance** to cover lawyer fees and the costs of court proceedings may, depending on his financial means, apply for the **legal aid** offered by each canton to all persons who do not have the financial means to defend their rights in court.

Moreover, a player or club who terminates the contract prematurely and without just cause, and the new club of the player that may have encouraged the termination, is liable to **penalties** set by the SFA's Control and Disciplinary Commission: either game suspensions or a prohibition on hiring new players.

INSURANCE AND OCCUPATIONAL BENEFIT PLAN

The table below summarizes the obligations of the club and the player regarding the social insurance and occupational benefit plan system. These **obligations** depend mainly on the player's salary and other benefits, regardless of his amateur or non-amateur status.

TYPE OF INSURANCE	OBLIGATION TO BE INSURED	REFERENCE SALARY	PAYER OF CONTRIBUTIONS
Social Insurance (OASI/DI/APG/AC)	Starting on the 1st of January following the player's 17th birthday, when the salary exceeds CHF 2,300/year.	In addition to the salary, the reference OASI salary includes: <ul style="list-style-type: none">- Expenses reimbursed by the club (travel, food, etc.)- Any amount paid by the club towards an apartment and/or car- Other regular benefits	The employer and the employee each pay half of the total contributions. The employer pays the contributions in full and deducts the employee's share from his salary.
Occupational benefit plan (OP)	Starting on the 1st of January following the player's 17th birthday, when the salary exceeds CHF 21,150/year. Exceptions include contracts up to three months and if the player is already insured by the employer for his main activity.	The reference salary for the OP is the same as the reference OASI salary.	The employer and the employee each pay half of the total contributions. The employer pays the contributions in full and deducts the employee's share from his salary.
Accident and occupational diseases insurance (AA) (occupational and non-occupational accidents, work-related illness)	Required for any player receiving a salary within the meaning of the OASI. Non-occupational accidents are only covered if the working time exceeds eight hours per week with the same employer.	The reference salary for the AA is the same as the reference OASI salary.	The employer pays the premiums for occupational accidents and illnesses. Those for non-occupational accidents are deducted from the employee's salary and paid by the employer.
Private health insurance	Required for everyone.	The premiums are independent of wages.	The employee pays the premiums.



EMPLOYMENT CONTRACT FOR NON-AMATEUR PLAYERS OF CLUBS OF THE SWISS FOOTBALL ASSOCIATION

Between the following **contracting parties**

1. [Redacted]
(club that is a member of the Swiss Football Association)
[Redacted]
an association/joint stock company* with registered office in [Redacted] (*Cross out whatever is not applicable)
[Redacted]
Commercial Register Number [Redacted]
[Redacted]
represented by [Redacted] hereinafter «**the club**»

as the **Employer**

and

2. [Redacted]
Mr/Ms¹
[Redacted]
nationality [Redacted]
[Redacted] born on [Redacted] at [Redacted]
[Redacted]
domiciled at (home address) [Redacted] hereinafter «**the player**»
[Redacted]
advised by [Redacted] (name and address of the intermediary, attorney, Swiss Association of Football Players (SAFP) representative, etc.)
For the underage player:
[Redacted]
legally represented by [Redacted] (name and address of the legal representative)

as the **Employee**

this **employment contract** is concluded:

¹ The masculine form of designations referring to natural persons (such as “player”) encompasses men and women. The feminine form is omitted for the benefit of legibility.



Article 1 Subject matter of the contract and components of the contract

This contract governs the employment relationship between the club and the player. It consists of this employment contract for non-amateur players of clubs of the Swiss Football Association including enclosures 1a and 1b (hereinafter referred to as the “employment contract”), as well as of the general contract terms (GCT) to the employment contract for non-amateur players of clubs of the Swiss Football Association including enclosures 1, 2, 3 (if applicable), 4, 5 and 6 (hereinafter referred to as the “GCT”).

Article 2 Duration of the contract

This contract is concluded for a definite duration, i.e. for the period

from to²

Article 3 Termination of the contract with just cause

In addition to the causes specified in Art. 3 clause 2 GCT, just cause is also considered to be:

Article 4 Remuneration paid to the player

1. Basic annual salary (twelve monthly payments):

2. Bonuses, expenses and other allowances:

The above-mentioned sums will be paid by the club into the following account of the player, in accordance with the provisions of Art. 19 ff. GCT:

² For non-amateur underage players, the duration of the contract shall not exceed three years (cf. Art. 18 para. 2 of FIFA Regulations on the Status and Transfers of Players).



Article 5 Salary in the event of inability to work through no fault on the part of the player

A) *Sickness (mark with a cross as applicable):*

- ☐ Legal regulation in accordance with Art. 22 section a GCT
- ☐ Other legal regulation in accordance with Art. 22 section b GCT

B) *Accident (mark with a cross if present):*

- ☐ Supplement to the legal regulation in accordance with Art. 23 section b GCT

Article 6 Professional pension funds

1. In compliance with the Federal Law on professional old-age, survivors and invalid pension funds (LPP), the player is subject to compulsory insurance against the risks of old age, death and invalidity. For this purpose, the club is a member of the LPP Foundation of
[REDACTED], duly enrolled with the professional pension fund register.
2. The player is entitled to be covered against the risks in accordance with legal regulations.

Article 7 Contractual penalties that the club may inflict on the player

In the event of serious or repeated violations of the obligations arising from the contract concluded between the club and the player, or a sanction ordered by an official sports body (SFA, divisions of SFA, Swiss Olympic, UEFA, FIFA), the club may inflict on the player at fault, depending on the seriousness of the violation, the following contractual penalties (Art. 160 et seq. CO):

1. In the event of violations related to conduct off the field (repeated and unjustified late arrivals for training, unjustified late return from vacations, repeated and unjustified absences, violation of the obligations arising from the employment contract, damage to the image of the club, etc.), a maximum penalty of
CHF³ [REDACTED]
2. In the event of improper gestures, insults or physical aggression not involving a tort against a third party on the field (in particular against the referee, another official, an opponent or a spectator), a maximum penalty of
CHF [REDACTED]
3. In the case of injuries voluntarily inflicted on a third party on the field, a maximum penalty of
CHF [REDACTED]

In all cases, the penalty shall be in proportion to the seriousness of the player's conduct. In the event of particular seriousness or recidivism, the amounts and percentages indicated above may be increased and, at the most, doubled. The club may also suspend the player. By inflicting a contractual penalty, the club waives neither its right to terminate the contract with just cause nor its right to sue for damages.

³ The amount may also be fixed as a percentage of the gross remuneration



Article 8 Intermediaries

A) The **club** confirms (*mark with a cross as appropriate*)

- ☐ that it has made use of the services of an intermediary within the meaning of the SFA regulations on working with intermediaries in connection with the conclusion / extension of the employment contract with the player and/or with the conclusion of any transfer agreement for the player. In this case, the club has to submit the intermediary declaration in accordance with enclosure 1a and/or 1b, truthfully completed by the intermediary concerned, as well as the intermediary contract concluded between the club and the intermediary together with this employment contract.
- ☐ that it has not made use of the services of an intermediary within the meaning of the SFA regulations on working with intermediaries in connection with the conclusion / extension of the employment contract with the player and with the conclusion of any transfer agreement for the player.

B) The **player** confirms (*mark with a cross as appropriate*)

- ☐ that he has made use of the services of an intermediary within the meaning of the SFA regulations on working with intermediaries in connection with the conclusion / extension of the employment contract with the club. In this case, the club has to submit the agency declaration in accordance with enclosure 1a and/or 1b, truthfully completed by the intermediary concerned, as well as the agency contract concluded between the player and the intermediary together with this employment contract.
- ☐ that he has not made use of the services of an intermediary within the meaning of the SFA regulations on working with intermediaries in connection with the conclusion / extension of the employment contract with the club.

Article 9 Special agreements between the parties



Article 10 Concluding provision

By signing this contract, the contracting parties confirm that they are aware of and accept the content of all components of the contract (employment contract, GCT including enclosures 1 – 6). The club shall deposit this employment contract in accordance with Art. 37 GCT.

Place and date

Place and date

Signature of the player and,

Signature of the club

if necessary, of his adviser
(intermediary, attorney, SAFP representative, etc.)

Second signature
(if necessary)

Signature of the legal representative
(for an underage player)



Appendix 1a

INTERMEDIARY DECLARATION FOR NATURAL PERSONS¹

To be filled in by the intermediary; if several intermediaries are involved, each intermediary has to fill in a separate Intermediary Declaration.

First name(s): _____
Surname(s): _____
Date of birth: _____
Nationality/nationalities: _____
Permanent residence address: _____
Telephone: _____
Fax: _____
Email: _____

I, _____,
(First name(s) of the intermediary)

HEREBY DECLARE THE FOLLOWING:

1. I act as an intermediary on behalf of _____ (designation of the player or club mandating the intermediary) in the matter of an employment contract / contract of transfer (please delete as non-applicable) between _____ and _____ (designation of the contracting parties).
The total fee is CHF _____.
The fee is paid by _____.
2. I undertake, in the course of my duties as an intermediary, to abide by and to comply with all mandatory provisions of applicable national and international laws, including in particular those relating to the Federal law on the recruitment and hiring of staff (Employment Services Act, AVG, SO 823.11) and related regulations. I am aware of the authorisation obligation in accordance with the AVG and I confirm that I have all necessary operating approvals. In addition I also agree to be bound by the statutes and regulations of the associations, confederations and of FIFA in connection with the carrying out of my activities as an intermediary (in particular of the Swiss Football Association and its divisions).
3. I hereby confirm that I am currently not holding office as an official within the context of point 11 of the „Definitions“ section of the FIFA statutes² and will also not hold any such office in the foreseeable future.
4. I declare that I have an impeccable reputation, and confirm in particular that no criminal sentence has ever been imposed on me for a financial or violent crime.

¹ in accordance with the FIFA regulations on working with intermediaries, adapted to the conditions in Switzerland

² Official: all board members, commissioners, referees and assistant referees, trainers, supervisors as well as the technical, medical and administrative agents of FIFA, a confederation, an association, a league or a club and all other persons who are obliged to comply with the FIFA statutes (except players).



5. I confirm that I have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a possible conflict of interest. In case of doubt, any relevant contract shall be disclosed. I acknowledge that I may neither directly nor indirectly imply that I am in in such a contractual relationship, in connection with my activity as an intermediary with leagues, federations, confederations or FIFA.
6. In accordance with Art. 7 para. 4 of the FIFA regulations on working with intermediaries, I undertake not to accept payments, made by a club in the context of a transfer to another club (e.g. transfer compensation, training compensation or solidarity contributions).
7. In accordance with Art. 7 para. 8 of the FIFA regulations on working with intermediaries, I undertake not to accept a payment from any party, if the relevant player is a minor within the context of point 11 of the „Definitions“ section of the FIFA regulations on the Status and Transfer of players.
8. I undertake neither to participate directly nor indirectly nor otherwise be associated with betting, gambling, lotteries or similar events or transactions relating to football matches. I may neither participate actively nor passively in companies, businesses, organisations, etc., which promote, broker, organise or conduct such events or transactions.
9. Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, I consent to the association obtaining additional comprehensive information about payments of any kind, which I have received from a club or a player for my services as an intermediary.
10. Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, I consent to the leagues, associations, confederations and FIFA itself obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and arrangements in connection with my work as an intermediary. I likewise consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or participating actively in the negotiations for which I am responsible.
11. In accordance with Art. 6 para. 3 of the FIFA regulations on working with intermediaries, I consent to the respective association keeping and processing all data for the purpose of their publication.
12. In accordance with Art. 9 para. 2 of the FIFA regulations on working with intermediaries, I consent to the respective association publishing details of any disciplinary sanctions imposed against me and informing FIFA accordingly.
13. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the association concerned.
14. Remarks and observations, which may be of relevance:

I make this declaration in good faith. It corresponds to the truth, which is based on the information and documents, which are currently available to me. I hereby authorise the relevant association to carry out all checks which may be necessary for the verification of the data in this declaration. Furthermore, I undertake immediately to communicate to the relevant association any changes of the above information, which take place after submission of this declaration.

(Place and Date)

(Signature)



Appendix 1b

INTERMEDIARY DECLARATION FOR LEGAL PERSONS¹

To be filled in by the intermediary; if several intermediaries are involved, each intermediary has to fill in a separate Intermediary Declaration.

Name of the company: _____
Address: _____
Telephone: _____
Fax: _____
Webseite/Email: _____

Hereinafter the „company“

Personal data of the individual who is duly authorised to represent the aforementioned company (legal person/entity)

(NB: Each individual acting on behalf of the company must fill out a separate Intermediary Declaration):

First name(s): _____
Surname(s): _____
Date of birth: _____
Nationality/nationalities: _____
Permanent residence address: _____
Telephone: _____
Fax: _____
Email: _____

I, _____,

(First name(s) and surname(s) of the person, who represents the legal person/entity)
duly authorised to represent the company

HEREBY DECLARE THE FOLLOWING:

1. The company I represent acts as an intermediary on behalf of _____
(designation of the player or club mandating the intermediary) in the matter of an employment contract / contract of transfer (please delete as non-applicable) between _____
and _____ (designation of the contracting parties).
The total fee is CHF _____.
The fee is paid by _____.
2. I declare that the company that I represent and I, in the course of our duties as intermediary, will abide by all mandatory provisions of applicable national and international laws, including in particular those relating to the Federal law on the recruitment and hiring of staff (Employment Services Act, AVG, SO 823.11) and related regulations. The company and I personally are aware of the authorisation obligation in accordance with the AVG and confirm that we have

¹ in accordance with the FIFA regulations on working with intermediaries, adapted to the conditions in Switzerland

all necessary operating approvals. In addition the company that I represent and I also agree to be bound by the statutes and regulations of the associations, confederations and of FIFA in connection with the carrying out of our activities as intermediary (in particular of the Swiss Football Association and its divisions).

3. I hereby confirm that I am currently not holding office as an official within the context of point 11 of the „Definitions“ section of the FIFA statutes² and will also not hold any such office in the foreseeable future
4. I declare that I have an impeccable reputation, and confirm in particular that no criminal sentence has ever been imposed on me for a financial or violent crime.
5. I confirm that the company that I represent and I have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a possible conflict of interest. In case of doubt, any relevant contract shall be disclosed. I acknowledge that the relevant company may neither directly nor indirectly imply that I am in such a contractual relationship, in connection with my activity as an intermediary with leagues, federations, confederations or FIFA.
6. In accordance with Art. 7 para. 4 of the FIFA regulations on working with intermediaries, the company that I represent and I undertake not to accept payments, made by a club in the context of a transfer to another club (e. g. transfer compensation, training compensation or solidarity contributions).
7. In accordance with Art. 7 para. 8 of the FIFA regulations on working with intermediaries, the company that I represent and I undertake not to accept a payment from any party, if the relevant player is a minor within the context of point 11 of the „Definitions“ section of the regulations on the Status and Transfer of players.
8. The company that I represent and I undertake neither to participate directly nor indirectly nor otherwise be associated with betting, gambling, lotteries or similar events or transactions relating to football matches. The company that I represent and I may neither participate actively nor passively in companies, businesses, organisations, etc., which promote, broker, organise or conduct such events or transactions.
9. Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the associations obtaining additional comprehensive information about payments of any kind, which the company has received from a club or a player for its services as intermediary.
10. Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the leagues, associations, confederations and FIFA itself obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and arrangements in connection with the company's work as intermediary. I likewise consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or participating actively in the negotiations for which the company that I represent is responsible.

² Official: all board members, commissioners, referees and assistant referees, trainers, supervisors as well as the technical, medical and administrative agents of FIFA, a confederation, an association, a league or a club and all other persons who are obliged to comply with the FIFA statutes (except players).



11. In accordance with Art. 6 para. 3 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the respective association keeping and processing all data for the purpose of their publication.
12. In accordance with Art. 9 para. 2 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the respective association publishing details of any disciplinary sanctions imposed against the company that I represent and informing FIFA accordingly.
13. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the association concerned.
14. Remarks and observations, which may be of relevance:

I make this declaration in good faith. It corresponds to the truth, which is based on the information and documents, which are currently available to me. I hereby authorise the relevant association to carry out all checks which may be necessary for the verification of the data in this declaration. Furthermore, I undertake immediately to communicate to the relevant association any changes of the above information, which take place after submission of this declaration.

(Place and Date)

(Signature)