

**MEMORANDUM OF UNDERSTANDING****between****THE UNION DES ASSOCIATIONS EUROPEENNES DE FOOTBALL  
(HEREAFTER UEFA)****and****THE FÉDÉRATION INTERNATIONALE DES ASSOCIATIONS DE  
FOOTBALLEURS PROFESSIONNELS “FIFPRO DIVISION EUROPE”  
(HEREAFTER FIFPro)*****(TOGETHER “THE PARTIES”)*****Preamble:**

In mutual recognition of the position of the Union des Associations Européennes de Football (“UEFA”) as the European governing body for association football at all levels, and the importance of the Fédération Internationale des Associations de Footballeurs Professionnels (“FIFPro Division Europe”) as the only umbrella organisation of trade unions for professional association football players in Europe and the sole representative of the professional players’ interests on the European level,

Considering their common interest in football as well as its development in harmony with those involved in it and with respect for the values of the sport,

Motivated by the quest for solutions to the challenges currently facing the various parties in football, whether UEFA, the Associations, leagues, clubs or players,

Convinced of the need to find, within the football family, especially in Europe, these solutions as well as structures and mechanisms to allow crucial dialogue between all these parties,

Persuaded that only comprehensive solutions can offer a response to the challenges and threats that the growing universality of football brings to bear on the values of football,

UEFA and FIFPro Division Europe sign the following **Agreement**:

## 1. BASIS OF THE COOPERATION

The basis for this agreement is as follows:

1.1 UEFA and FIFPro Division Europe, both institutions with a European profile, mutually recognise each other and resolve to reinforce their cooperation and dialogue on the major issues in football today.

1.2 The parties share similar concerns and values. It is in the context of these common concerns and values that this agreement and some annexes are made. These concerns and values include, for example:

- the key values such as solidarity, equality and fraternity which have underpinned the development and growth of both the sporting movement and the trade union movement;
- an equitable redistribution of wealth;
- collective rather than individual exploitation of resources;
- the respect of professional football players' right to unionise (members of FIFPro Division Europe) and respect of the right to collective bargaining;
- a commitment to democracy;
- the need to treat all members equally, regardless of wealth or size (members for FIFPro being national player unions and their individual members; members for UEFA being national associations and their affiliated regional associations, leagues, clubs, players and other members);
- the importance of the link that binds all levels of football;
- the need to preserve the values of sport in the face of growing corporate control, influence and commercialisation which can cause serious damage to the parties, their members and their values; and
- the protection and development of a large and healthy professional football sector in Europe.

1.3 More specifically, the parties recognise:

- the specificity of the career of a professional footballer;
- the specificity of sport, the autonomy of federations and the fact that football is best-served by the existing football family structures (although the balance of representativeness of key stakeholders within those structures can be developed further);

- that national team football provides net benefits to players, clubs, leagues and associations alike, and is an essential complement and balance to club football;
- that strong national championships and competitions are vital for a large professional football sector to exist;
- that the continuing participation of all players and clubs in the main national leagues and UEFA club competitions is essential to support the existence of a large and healthy professional football sector in Europe;
- the need for a correct balance between labour legislation and the specific characteristics of football as a sport (which might also preferably be achieved through collective bargaining agreements); and
- that disputes should be resolved within football and the importance of balanced representation in dispute resolution.

1.4 The parties agree to seek solutions to the major issues in football by all those involved (players, clubs, leagues, federations, confederations and FIFA) within legitimate structures, favouring consultation and resolving disputes within a football framework and making use of methods of social dialogue such as collective agreements.

1.5 The parties recognise the balance between national and international legislation, particularly with regard to the right to work, and taking into account the specific characteristics of football as well as the autonomy of the governing bodies of the sport.

1.6 The parties agree to conduct all relations in a spirit of good faith, trust, transparency, democracy, responsibility and professionalism.

## **2. OBJECTIVES OF THE COOPERATION**

In order to protect and promote the parties' mutual values and to address their mutual concerns as identified in part 1, above, the parties agree as follows:

2.1 To promote cooperation, friendly relations and unity between UEFA and FIFPro Division Europe.

2.2 To monitor professional football developments on a national level in Europe including relations between UEFA members and FIFPro Division Europe members in all professional player-related matters.

2.3 To foster the development of professional football in Europe.

2.4 To fight against doping and to defend the principle of “individual case management” in doping matters.

2.5 To fight against racism and other forms of discrimination in football, coordinating and supporting each others initiatives in this respect.

2.6 That, in respect of the modernisation of football structures and the reinforcement of internal mechanisms within football for the resolution of conflict, FIFPro Division Europe supports the implementation of arbitration procedures and dispute resolution chambers by associations, operating on the bases defined by FIFA in circular no. 1010, especially in Europe. UEFA is also supportive of the implementation of proper arbitration procedures to deal with disputes in football.

2.7 That, in respect of player contracts, UEFA and FIFPro Division Europe agree to follow the implementation of the minimum contract conditions, in particular for those associations that do not have collective agreements, on the basis of the document entitled “European Professional Football Player Contract Minimum Requirements” and as discussed separately within the Professional Football Strategy Council and the European Sectoral Social Dialogue Committee (as outlined in Annex 1). The parties are currently seeking to finalise an autonomous agreement in order to implement these minimum requirements once such an agreement has been approved by the various bodies of the respective organisations. In addition, UEFA and FIFPro Division Europe agree to support, promote and enhance the development of social dialogue (e.g with the working plan 2011-2012 (see Annexe 1))

2.8 To discuss in particular the specific issues affecting professional footballers, in view of the special features of their profession.

2.9 To respect all applicable laws, in particular all applicable employment legislation and collective bargaining agreements (where applicable), both nationally and internationally, whilst respecting and taking account of the specific characteristics of sport, the existing international sports structures and the autonomy of federations such as UEFA and national associations. Where no national collective bargaining agreement exists or can be achieved, the national football associations should consult representatives of employees and employers when deciding on labour matters.

2.10 That, with respect to the subject of player availability for national team matches and competitions, FIFPro Division Europe reaffirms that selection by a national team represents the peak of a player’s career and that this “right” shall not and should not be jeopardised in any way whatsoever. In addition, FIFPro Division Europe and UEFA reaffirm their support of national team football and agree that in this respect both players and clubs need to respect the FIFA regulations on the release of players to national teams.

2.11 That FIFPro Division Europe supports UEFA, like FIFA, in its efforts to study the issues around the insurance of players and other related questions.

2.12 To work towards the protection of minors in accordance with the agreement of the Professional Football Strategy Council and to seek, in particular, the consistent and uniform application of the FIFA rules regarding movement of minors across all of the world.

2.13 To fight the growing menace of match-fixing in European football and support a competition organiser's right (to consent to their events being used by betting companies and for such companies to pay fair financial compensation), in accordance with the agreements of the Professional Football Strategy Council.

2.14 To support the implementation of rules relating to financial fair play to improve the financial situation for European clubs and players, in particular regarding payments to players, in accordance with the agreement of the Professional Football Strategy Council.

2.15 To promote Respect as a key principle of football – Respect for the game, integrity, diversity, dignity, players' health, rules, the referee, opponents and supporters. Zero tolerance against racism, violence and doping.

2.16 To discuss and explore other areas of mutual interest and concern in European professional football.

If the partners to this agreement are confronted with matters concerning the above-mentioned areas of cooperation, they shall provide each other with mutual support within the framework of their possibilities.

### **3. STRUCTURE OF THE COOPERATION**

The structure of the cooperation shall be the following:

3.1 This Agreement is also composed of three Annexes. Annex 1 contains the European Professional Football Player Contract Minimum Requirements and Annex 2 the list of topics which both UEFA and FIFPro Division Europe agree as forming part of the "specificity of sport".

3.2 UEFA and FIFPro Division Europe shall hold working sessions on a regular basis following a detailed "operational plan" to be elaborated jointly by their respective Administrations within two months of signature of the present agreement and renewed periodically. Once finalised, the "operational plan" will be an integral part of this agreement as Annex 3. In carrying out the work,

due consideration shall be given to the coordination with the activities of the Professional Football Strategy Council.

3.3 Both sides will continually exchange information, documentation and views about all subjects treated.

3.4 Each organisation invites the other to its Congress as observer.

3.5 UEFA will invite FIFPro Division Europe to nominate four representatives to be members of the Professional Football Strategy Council, in accordance with the UEFA Statutes (Art. 35, 1 d) and Organisational Regulations (Art. 10 1 d and 2).

3.6 UEFA is continuously reinforcing the process of dialogue between those involved in football, including by establishing any necessary new structures under its auspices.

#### **4. IMPLEMENTATION AND REVISION OF THIS AGREEMENT**

The parties will implement this agreement and the different annexes as follows:

4.1 UEFA and FIFPro Division Europe will promote this agreement with their respective member organisations.

4.2 Communications by both organisations will take into account both the spirit and the letter of this agreement.

4.3 This agreement is of a three-year duration but can be terminated at any time with three months notice in writing from either or both of the parties. Both organisations shall carry out a joint evaluation of the agreement two years after its signature, after which UEFA will invite FIFPro to discuss the renewal of this agreement.

4.4 This text has been drawn up in English, French and German. The English text is the binding version.

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Place, date

For UEFA:

For FIFPro Division Europe:

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Michel Platini, President

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Philippe Piat, President

#### ANNEXES:

##### Annex 1:

- European Professional Football Player Contract Minimum Requirements
- FIFPro-UEFA agreement on (EU) social dialogue
- Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector (01.07.2008)
- Professional Football Strategy Council agreement on (EU) social dialogue (14.08.2008)
- Addendum to the Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector (27.10.2008)
- Work Programme 2011 and 2012 for the European Sectoral Social Dialogue Committee for the Professional Football Sector

##### Annex 2:

- Agreement between FIFPro Division Europe and UEFA on the definition of the Specificity of Sport (football)

##### Annex 3:

- Operational plan of Memorandum of Understanding between UEFA and FIFPro Division Europe

# ANNEX 1

## European Professional Football Player Contract Minimum Requirements

### Introduction

The UEFA, Leagues and FIFPro working group elaborated the following minimum requirements for a professional football players' contract content, which needs to be negotiated and finalised by both parties i.e. the Club and the Player.

Both parties have to take the following into account for the finalisation of each contract:

- (a) National legislation and in particular any mandatory provisions;
- (b) Collective Bargaining Agreements (CBA), if applicable;
- (c) The "Football Regulations" of FIFA, UEFA, the National Associations and Professional Leagues (if applicable), which are the Statutes, Regulations and Decisions of these bodies (including in particular the FIFA Regulations for the Status and Transfer of Players).

### 1 The agreement and parties

- 1.1 The contract must be in writing, duly signed by both parties with the necessary legal binding power of signature. It also includes indications with regard to place and date of when the contract was duly signed. In the case of a minor the parent/guardian must also sign the contract.
- 1.2 Each signatory party must receive a copy of the contract and one copy has to be forwarded to the Professional League and/or National Association for registration according to the provisions of the competent football body.
- 1.3 The agreement states the name, surname, birth date, nationality(-ies) as well as the full address of the residency of the Player (only an individual person). In the case of a minor the parent/guardian must also be mentioned accordingly.
- 1.4 The agreement states the full legal name of the Club (incl. register number) and its full address as well as the name, surname and address of the person who is legally representing the Club. A professional football player contract can only be concluded by a football club and its legal entity. Such entity is defined according to the National Club Licensing Manual/Regulations as license applicant. It must be a direct or indirect member of the national football association and/or professional league and be duly registered. Any other legal entity may not conclude such a player contract without the prior written consent of the competent national football body.
- 1.5 The agreement defines a clear starting date (day/month/year) as well as the ending date (day/month/year). Furthermore it defines the equal rights of Club and Player to extend and/or to terminate the agreement earlier. Any early termination must be founded (just cause). In cases of prolonged periods of injury/illness or of permanent incapacity, the club may serve a reasonable notice to the player. Reference is made to the FIFA Regulations for the Status and Transfer of Players.



- 1.6 If applicable, it must also indicate further persons involved in the negotiations or conclusion of that contract (e.g. parent/guardian of a minor, name of a legal representative of the Player, a licensed Players' agent, Interpreter).

## **2 Definitions**

- 2.1 The agreement consists of terms and definitions, which are duly explained.
- 2.2 Terms not expressly defined in this agreement have meanings consistent with the definition of such terms in FIFA's and UEFA's statutes and regulations, as amended from time to time.

## **3 Relationship**

- 3.1 The agreement regulates an employment contract for a professional player. The national legislation of the country where the club is duly registered applies, if another legislation is not otherwise agreed. National labour law may provide mandatory provisions, which cannot be amended by the parties and have to be taken into account.
- 3.2 The employment contract must contain all rights and duties between the signatory parties (employer and employee). No further contract should cover the legal relationship between the two parties. If another agreement exists or is signed at a later stage then the parties are obliged to refer to this agreement or to any subsequent employment agreement. Any additional agreement related to the labour contract must be sent to the Professional League and/or the National Association as elaborated in §1.2.
- 3.2 The Club employs the Player as a professional football player on the terms set out in this agreement.

## **4 Club's obligations**

- 4.1 The agreement defines the Club's obligations towards the Player as follows:
- 4.2 The agreement defines all the Club's financial obligations such as, for example:
  - (a) Salary (regular; monthly, weekly, performance based);
  - (b) Other financial benefits (bonuses, experience reward, international appearances);
  - (c) Other benefits (Non-financial ones such as car, accommodation, etc.);
  - (d) Medical and health insurance for accident and illness (as mandatory by law) and payment of salary during incapacity (definition to be determined including its consequences with regard to salaries paid);
  - (e) Pension fund/social security costs (as mandatory by law or CBA);
  - (f) Reimbursements for expenses incurred by the Player.
- 4.3 The contract must define the currency, the amount, the due date for each amount (e.g. by the end of each month) and the manner of payment (cash, transfer on bank account etc.).

- 4.4 The contract also regulates the financial impact in case of major changes of revenue of the club (e.g. promotion/relegation).
- 4.5 For young players, the contract ensures that the Player has a right to continue his (non-football) education (mandatory school). This may also apply to prepare a second career after football (retirement).
- 4.6 The Club and the Player agree on the payment of taxes according to national legislation (cf. 5.4 below; who is paying what and when.)
- 4.7 The contract defines the paid leave (holidays). The minimum is four weeks in each 12-month period. Periods of paid leave must be agreed by the Club in advance and must be taken outside the regular football season. It has to be ensured that at least two weeks are taken consecutively.
- 4.8 The contract includes provisions for protection of human rights (e.g. right of free expression of the player) and the non-discrimination against the Player.
- 4.9 The contract explains the health and safety policy of the Club, which includes the mandatory insurance coverage for the Player for illness and accident and regular medical/dental examination as well as medical/dental treatment with qualified personnel during football duties. It also covers anti-doping prevention.
- 4.10 The contract also regulates the keeping of proper records on injury (incl. those incurred on national team duty) whilst respecting confidentiality. If law does not provide otherwise, as a principle the records on injury are kept by the responsible team doctor.
- 4.11 The Club respects the Statutes, Regulations and Decisions of FIFA, UEFA, the National Association and, where applicable, the Professional League.

## 5 Player's obligations

- 5.1 The agreement defines the Player's obligations towards the Club as follows:
- 5.2 The agreement defines all the Player's obligations to fulfil vis-à-vis the Club:
  - (a) To play matches to the best of his best ability, when selected;
  - (b) To participate in training and match preparation according to the instructions of his superior (e.g. Head coach);
  - (c) To maintain a healthy lifestyle and high standard of fitness;
  - (d) To comply with and act in accordance with Club officials' instructions (reasonable; e.g. to reside where suitable for the club);
  - (e) To attend events of the Club (sporting but also commercial ones);
  - (f) To obey Club rules (including, where applicable, Club Disciplinary Regulations, duly notified to him before signing the contract);
  - (g) To behave in a sporting manner towards people involved in matches, training sessions, to learn and observe the laws of the game and to accept decisions by match officials;
  - (h) To abstain from participating in other football activities, other activities or potentially dangerous activities not prior approved by the Club and which are not covered by Clubs' insurance;
  - (i) To take care of the property of the club and to return it after termination of the contract;
  - (j) To immediately notify the Club in case of illness or accident and to not undergo any medical treatment without prior information to the club's

- doctor (except in emergencies) and to provide a medical certificate of incapacity;
- (k) To undergo regularly medical examination and medical treatment upon request of the Clubs' doctor;
  - (l) To comply with the terms of any association, league, player's union and/or club anti-discrimination policy;
  - (m) Not to bring the Club or football into disrepute (e.g. media statements);
  - (n) Not to gamble or undertake other related activities within football.
- 5.3 The Player adheres to the Statutes, Regulations and Decisions of FIFA, UEFA, the National Association and, where applicable, the Professional League.
- 5.4 The Player and Club agree on the payment of taxes according to national legislation (cf. 4.6 above).
- 5.5 The Player has a right of a second opinion by an independent medical specialist if he contests the opinion of the club's specialist. If there are still differing opinions, the parties agree on accepting an independent third opinion, which will be binding.

## **6 Image rights**

- 6.1 The Club and the Player have to agree how the players' image rights are exploited.
- 6.2 As a recommendation and principle the individual player may exploit his rights by himself (if not conflicting with clubs' sponsors/partners) whilst the Club may exploit the Players' image rights as part of the whole squad.

## **7 Loan**

- 7.1 The Club and the Player must both agree with regard to a loan to another Club, which must comply with the relevant applicable football regulations.

## **8 Player discipline and grievance**

- 8.1 The Club establishes in writing appropriate internal disciplinary rules with sanctions/penalties and the necessary procedures, which the Player abides by. The club has to explain such rules to the Player.
- 8.2 The club fixes these rules and procedures as well as the sanctions including fines according to local agreement and standards.
- 8.3 If the player violates any of the obligations to which he is subject under the agreement, the club may impose a range of penalties, depending on the severity of the offence, according to these disciplinary regulations.
- 8.4 The player has a right to appeal and the right to be accompanied/represented by the club captain or a union representative.

## **9 Anti-doping**

- 9.1 The Player and the Club comply with all relevant Anti-Doping Regulations of the football bodies.

- 9.2 Doping is the use of substances on the list of prohibited substances and the use of banned methods with the relevant doping list.
- 9.3 Doping is forbidden. Anyone who administers illegal substances or encourages doping in any way will be referred to the Disciplinary bodies of the National Association or the international governing bodies as appropriate.
- 9.4 The Club retains the right to also take any other measures against the Player found guilty of doping practices, whilst taking into account of the principle of individual case management.

## **10 Dispute resolution**

- 10.1 The agreement fixes the process for disputes between the parties on issues not covered by the contract.
- 10.2 Subject to national legislation any dispute between the Club and the Player regarding this employment contract shall be submitted to independent and impartial arbitration composed of equal representatives of each party (employer and employee) under the National Association's statutes and regulations, or to CAS. Such decisions are final. Under the conditions mentioned in the FIFA Regulations for the Status and Transfer of Players, disputes may be settled by the Dispute Resolution Chamber, with an appeal possibility to CAS.

**[Important remark:** labour issues are covered by national law and in certain countries arbitration on labour disputes is not allowed.]

## **11 Football Regulations**

- 11.1 The Football Regulations are the Statutes, Regulations and Decisions of FIFA, UEFA, the National Association and, where applicable, the Professional League.
- 11.2 The Club and the Player must comply with the Statutes, Regulations and Decisions of FIFA, UEFA, the National Association as well as the Professional League (if applicable) which form an integral part of this agreement – the parties acknowledge this through their signature.
- 11.3 The Club and the Player acknowledge that the above-mentioned Football Regulations may change from time to time.

## **12 Collective Bargaining Agreement**

- 12.1 The Club and the Player must comply with the Collective Bargaining Agreement if duly agreed by the employers and employees and acknowledge that through their signature.
- 12.2 The Club has, for example, to respect minimum wages for the Player if agreed in the CBA.

## 13 Final provisions

13.1 The Club and Player have to finalize the content of following final provisions:

- (a) *The applicable law;*
- (b) *The jurisdiction;*
- (c) *The authoritative version if the contract is translated (if more than one language);*
- (d) *The confidentiality of the duly signed contract (unless divulgation is required by national law or football regulations);*
- (e) *The invalidity of a single clause does not affect the remaining part of the contract;*
- (f) *Interpretation of contractual clauses has to be fixed (e.g. who is responsible?);*
- (g) *The number of copies of this agreement produced and to whom they are distributed;*
- (h) *Definition of the annexes, which are an integral part of this agreement and distributed to the Player;*
- (i) *Any amendments, additions or deletions of this agreement are only valid if agreed in writing.*

13.2 The parties agree on all relevant Annexes (applicable and duly signed by both parties):

**Annexes:**

- Club rules (including, where applicable, Club Disciplinary Regulations)
- Football Regulations

## **FIFPro-UEFA agreement on (EU) social dialogue**

With reference to Article 1.4 of the Memorandum of Understanding, UEFA and FIFPro Division Europe make the following agreement regarding social dialogue, which forms an integral part of the abovementioned Memorandum of Understanding.

1. UEFA and FIFPro Division Europe accept the social dialogue as a valid instrument for the implementation of agreements on labour matters reached within the Professional Football Strategy Council.
2. FIFPro recognises UEFA's involvement in any formal EU Social Dialogue even though UEFA's primary role is not that of a social partner.
3. UEFA recognises that FIFPro is the representative of the players in any formal EU Social Dialogue.
4. The Player Contract Minimum Requirements (as already agreed and included in Annex 1 to this Memorandum of Understanding) shall be the item to be discussed within the European social dialogue in football and will also be presented to the clubs in the newly created European Club Association (ECA) and thereafter to the Professional Football Strategy Council.
5. FIFPro Division Europe and UEFA agree on the following procedure for additional items for discussion within (EU) social dialogue:
  - a) the item is submitted to the European football dialogue within the Professional Football Strategy Council;
  - b) once agreed by the Professional Football Strategy Council the item may proceed to any formal (EU) social dialogue.
6. Finally, both FIFPro Division Europe and UEFA encourage the development of collective bargaining agreements on a national level.



## **RULES OF PROCEDURE FOR THE EUROPEAN SECTORAL SOCIAL DIALOGUE COMMITTEE IN THE PROFESSIONAL FOOTBALL SECTOR**

### ***Preamble***

In accordance with article 1 of Commission Decision 98/500/EC of 20 May 1998,

**FIFPro** Division Europe (hereafter named FIFPro)

and

**EPFL – ASSOCIATION OF EUROPEAN PROFESSIONAL FOOTBALL LEAGUES**

jointly submitted on 10 December 2007 a request to the Commission for the establishment of a Social Dialogue Committee in the Professional Football sector (the “Committee”).

In a letter dated 13 March 2008, the Commission confirmed that the conditions for the creation of a Social Dialogue Committee in the Professional Football sector existed.

By application of article 5.1 of the aforementioned Commission Decision, which states that “each Committee shall, together with the Commission, establish its own rules of procedure”, the Internal Rules of Procedure for the Committee are set out below.

FIFPro Division Europe is the representative of the players and the EPFL is the representative of the employers in the European Social Dialogue. The European Club Association (ECA) is also in the process of becoming a representative of the employers, with the full support of all the parties.

The EPFL and FIFPro, as the social partners, agree to the involvement in this Dialogue of the Union des Associations Européennes de Football (UEFA) as an associate party in the Committee, in accordance with these Rules of Procedure. The ECA shall also participate as an associate party until such time as it is formally recognised as a social partner.

### ***Article 1 - (Objectives)***

The Committee's objectives are to:

- Deliver opinions on labour matters to the Commission on initiatives with regard to social and employment policy and the development of European policy having consequences in the professional football sector;
- Reach agreements with regard to the aforementioned areas in accordance with articles 138 and 139 of the EC Treaty ; and

- Encourage and develop the social dialogue at sectoral level.

### **Article 2 - (Activities)**

In order to achieve these objectives, the Committee shall:

- Work in a spirit of co-operation and consensus;
- Meet in plenary session at least once a year;
- Adopt in plenary a multi-annual work programme; the work programme for 2008 and 2009 is set out in Annex 1 to these Rules of Procedure.
- Organise the implementation of the work programme in a flexible manner, establishing a Steering Group and as necessary working groups on specific subjects;
- Promote the discussion and/or implementation, for instance, of policies, statements, recommendations and agreements adopted by the Committee;
- Regularly evaluate and update its work programme in accordance with the agreed procedure;
- Liaise closely with the Commission Secretariat and include Commission officials in its discussions as appropriate;
- Work in harmony with the Professional Football Strategy Council and submit any item for discussion in the Committee to the Strategy Council for agreement beforehand.

### **Article 3 - (Composition and expense of the Committee)**

- The Committee will be composed by up to a maximum of 54 representatives. In the case that one side of industry is represented by more than one European social partner organisation, these organisations agree in consensus on an appropriate repartition of the 27 representatives. In the meantime, the number of additional representatives from the associate parties will be 5 per party.
- The Commission will invite the European social partner organisations and the associate parties to the meetings of the Committee.
- The European social partner organisations will coordinate respectively the employers' and workers' delegations and invite their representatives to the various meetings and activities of the Committee, Steering Group (as defined below) and Working Groups. The associate parties coordinate and invite their respective delegations.
- No remuneration shall be paid to Committee members in respect of functions exercised or as regards participation in meetings.
- Accommodation and travel expenses will be reimbursed in accordance with the Commission's rules and procedures.

### **Article 4 - (Chairperson and Vice Chairperson)**

- The Committee will agree a Chairperson and a Vice-Chairperson. The social partners agree to invite the UEFA President to chair the Committee. The Vice-Chairperson will alternate between the social partners at yearly intervals.
- The Chairperson and, in his/her absence, the Vice-Chairperson will conduct the meetings of the Committee and present the agenda.



- In the event that the Chairperson or Vice-Chairperson become no longer engaged in the work of his or her organisation or the Committee, a successor will be appointed by the respective organisation for the remainder of the term.

**Article 5 - (Steering Group)**

- The Committee will establish a Steering Group whose function shall be to prepare and coordinate the meetings of the Committee in liaison with the Commission's services. This Group shall be comprised of members appointed by both the social partners and the associated parties. The Steering Group will agree its detailed working methods.
- The Steering Group will comprise of up to 6 representatives from each side. The number of additional representatives from the associate parties will be 2 per party.
- The Steering Group will meet at least three times a year in accordance with the requirements of the Committee.

**Article 6 - (Secretariat)**

- The Commission shall provide the Secretariat for the Committee, the Steering Group and the Working Groups.
- The Secretariat shall inform the social partners as well as the associate parties of documents relating to the sector and forward texts adopted by the Committee to relevant Commission services

**Article 7 - (Confidentiality)**

Without prejudice to the provisions of Article 287 of the Treaty, if the Commission informs the Committee that the opinion requested relates to a subject that is confidential, members undertake not to disclose information they may receive through their work in the Committee, working groups or in the Steering Group.

**Article 8 - (Entry into force of Rules)**

The Internal Rules of Procedure will enter into force on adoption by the Committee.

**Article 9 - (Operation of the Committee)**

- It shall be the responsibility of the Steering Group to agree agendas for Committee meetings after due consultation with the Professional Football Strategy Council.
- It shall be the joint responsibility of the Chairperson, the Secretariat and the Steering Group to ensure that all necessary documentation (including, without limitation, agreed agendas) are remitted to the members of the Committee, Steering group and/or Working Groups at least 10 days prior to the respective meetings.
- As soon as practicable after each meeting of the Committee and/or Steering Group and/or Working Group, the Secretariat will draft the minutes of the respective meeting, and send them, together with any documentation agreed upon at the meeting, to the respective secretariats of the European social partners and the associate parties for internal approval.

- The Secretariat shall make the minutes and other related documentation available to signatory parties and to the public, unless decided otherwise by the social partners on a case-by-case basis.
- Decisions shall be taken by consensus.

**Article 10 - (Review)**

These Internal Rules of Procedure may be reviewed as appropriate. Any changes shall be made by consensus of the social partners and in agreement with the Professional Football Strategy Council.

**Adopted on 1 July 2008, in Paris, France**

**On behalf of the EPFL:**



Frédéric Thiriez  
Vice Chairman

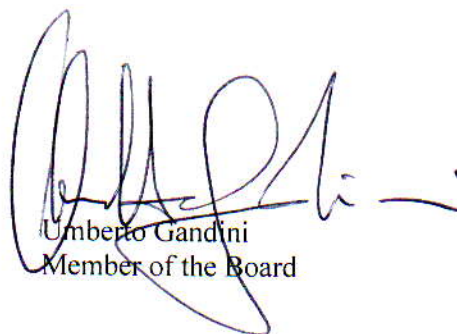


Emanuel Macedo de Medeiros  
Chief Executive Officer (CEO)

**On behalf of ECA:**



Jean-Michel Aulas  
Member of the Board



Umberto Gandini  
Member of the Board

**On behalf of FIFPro-Division Europe:**



Philippe Piat  
President

**On behalf of UEFA:**



Gianni Infantino  
Deputy Secretary General

## Professional Football Strategy Council agreement on (EU) social dialogue

With reference to the relevant articles of the existing Memorandums of Understanding between UEFA and the clubs, leagues and players, the following agreement is made between the ECA, EPFL, FIFPro Division Europe and UEFA regarding social dialogue.

1. ECA, EPFL, FIFPro Division Europe and UEFA accept the social dialogue as a valid instrument for the implementation of agreements on labour matters reached by the Professional Football Strategy Council.
2. ECA, EPFL and FIFPro Division Europe recognise UEFA's involvement (with the UEFA President as chairperson) in any formal EU Social Dialogue even though UEFA's primary role is not that of a social partner.
3. The parties recognise that FIFPro Division Europe is the representative of the players in any formal EU Social Dialogue and that the EPFL and the ECA are the representatives of the employers in any formal EU Social Dialogue. It is noted that the ECA, as an organisation of employers, is still in the process of achieving formal status as a social partner with the full support of all the parties.
4. The Player Contract Minimum Requirements (as agreed) shall be the item to be discussed within the European social dialogue in football.
5. ECA, EPFL, FIFPro Division Europe and UEFA agree on the following procedure for additional items for discussion within (EU) social dialogue:
  - a) the item is submitted to the European football dialogue within the Professional Football Strategy Council;
  - b) once agreed by the Professional Football Strategy Council the item may proceed to any formal (EU) social dialogue;
  - c) any necessary additional documents or agreements (for example any Rules of Procedure, working plan, working program, etc for any European Sectoral Social Dialogue Committee) will be agreed by all four parties in due course.
6. Under the above conditions ECA, EPFL, FIFPro Division Europe and UEFA agree to start the "European Sectoral Social Dialogue in the Professional Football Sector", in accordance with rules of procedure to be agreed between the four parties and approved by the European Commission.
7. Finally, ECA, EPFL, FIFPro Division Europe and UEFA encourage the development of collective bargaining agreements on a national level, where appropriate, and with respect to the general principles of subsidiarity.

European Club Association (ECA)

European Professional Football  
Leagues (EPFL)

FIFPro Division Europe

U E F A

Manchester, 14 May 2008

Addendum to the Rules of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector.

Reference is made to the Rule of Procedure for the European Sectoral Social Dialogue Committee in the Professional Football Sector, signed by ECA, EPFL, FIFPro-Division Europe and UEFA on the 1<sup>st</sup> of July 2008 in Paris (Hereafter: Rules of Procedure).

Whereas

- the European Club Association (ECA) applied at the European Commission for the status of social partner for employers representation within the Social Dialogue Committee;
- EPFL, FIFpro-Division Europe and UEFA supported the above ECA application;
- ECA has been formally confirmed the status of social partner for employers representation through the letter of 25 July 2008 after the meeting between the EU Commission and ECA on 18 May 2008 in Brussels.

It is agreed as follows:

1. Wherever applicable in the Rules of Procedure, ECA will be indicated as social partner in replacement of associate party;
2. With reference to article 3 (Composition and expense of the Committee), ECA and EPFL agree on the following repartition of the seats: 22 seats for EPFL and 5 seats for ECA;
3. With reference to article 5 (Steering Group), the representation of ECA and of EPFL shall remain unaltered.

European Club Association (ECA)

European Professional Football Leagues (EPFL)

FIFPro-Division Europe

UEFA

Place and date

Nyon, 27 October 2008

## **Work programme 2011 and 2012 for the European Sectoral Social Dialogue Committee for the Professional Football Sector**

### **Working programme:**

Implementation Autonomous Agreement

Contractual stability / Respect of contracts

Career funds

## ANNEX 2

### AGREEMENT BETWEEN FIFPRO DIVISION EUROPE AND UEFA ON THE DEFINITION OF THE SPECIFICITY OF SPORT (FOOTBALL)

FIFPro Division Europe and UEFA agree that the definition of the specificity of sport (football) is covering the points listed below.

Following the adoption of the Lisbon Treaty, the specific nature of sport has now been formally recognised within the EU Treaty. Sport must also respect the law and the decisions of the European Court of Justice. The European Court of Justice should, in turn, respect the specificity of sport.

Some of the points listed below are also labour related matters, which also have to be dealt with in accordance with the practices of labour and management.

In addition, this document sets out a practical outline for the different aspects of the specificity of sport. It expands on the different points agreed by FIFPro and UEFA, providing a short description under each heading. The different aspects are grouped under three categories, as follows:

- 1. Regularity and proper functioning of competitions**
- 2. Integrity**
- 3. Competitive balance**

1)	Regularity and proper functioning of competitions
a)	Field-of-play rules, structure of championships and calendars
b)	Rules concerning the composition of national teams
c)	Rules relating to the national organisation of sport in Europe (e.g. “home and away” rule)
d)	Rules concerning organisation of sporting competitions in the European sports pyramid structure
e)	Rules relating to transfer “deadlines”
f)	Rules concerning the transfer of players in general
g)	Rules to encourage the attendance of spectators at sporting events and to encourage the practice of amateur sport
h)	Rules concerning the release of players for national teams
i)	Rules concerning doping
2)	Integrity
a)	Rules relating to good governance of clubs – the club licensing system
b)	Rules related to the ownership/control/influence of clubs
c)	Rules concerning players’ agents.

3)	Competitive balance
a)	Rules concerning home-grown players
b)	Rules concerning the central marketing of commercial rights.
c)	Rules concerning cost controls

However, the following matter requires additional clarification, as follows:

### **Doping**

FIFPro and UEFA agree that, in principle, the rules concerning doping should be regarded as a pure sports related matter. This is, however, subject to the important principle of individual case management and the review of appropriate levels of sanction.

## 1. Regularity and proper functioning of competitions

### a. Field-of-play rules, structure of championships and calendars

Sports governing bodies, in consultation with clubs and players, are the most appropriate bodies to organise (or oversee the organisation of) and regulate the sports and competitions for which they are responsible. Some common examples would include: the rules (or laws) of the game, competition formats, promotion/relegation and qualification systems, and the calendar schedule.

### b. Rules concerning the composition of national teams

These are rules regarding the eligibility and selection criteria to participate in events involving national teams.

It is the task of the relevant sports body to set out rules deciding who may be selected for a national team or who can be selected to represent a country in international events.

Relevant cases: Delière case

### c. Rules relating to the national organisation of sport in Europe (e.g. “home and away” rule)

For example, the “home and away” rule which operates in the UEFA Club Competitions. This rule has the objective of guaranteeing fair chances for both teams and is part of the national geographical organisation of football in Europe.

Relevant cases: Mouscron case

### d. Rules concerning organisation of sporting competitions in the European sports pyramid structure

These rules are linked to the principle that clubs may be promoted and relegated and move from the lowest up to the highest level on a national level and may also qualify for European competitions according to their own sporting merit.

This model entails duties for UEFA, national associations, players, clubs and leagues. In particular, nobody can just “opt in” to (or “opt out” of) one part of the system (e.g. the profit-making part in the case of a “breakaway European Super-league”). The integrity of the system as a whole depends on the loyalty and commitment of all stakeholders.



e. Rules relating to transfer “deadlines”

These rules are an instrument to safeguard the integrity and proper functioning of competition. The implementation of transfer windows can be considered as a justified limit on freedom of movement (and as a limit on the freedom of clubs to try to transfer players whenever they want) as it is needed for valid sports reasons.

Relevant case: Lehtonen case

f. Rules concerning the transfer of players in general

Reference is made to the player transfer system established on the basis of the settlement of 2001 with the European Commission, agreed by all parties, including some basic objectives (for example: protection of minors, fair compensation of youth development, contractual stability, financial solidarity, transfer windows and a dispute resolution system). These principles were designed to meet European legal requirements and the situation of football in Europe.

The situation has developed further still as a consequence of more recent European Court rulings. For example, the European Court of Justice has effectively widened the definition of “EU-players” to players from countries that have signed bilateral association agreements with the EU, at least once these players are lawfully present inside the territory of the EU.

Relevant cases: Kolpak case, Simutenkov case

g. Rules to encourage the attendance of spectators at sporting events and to encourage the practice of amateur sport

National associations may prohibit the broadcasting of football games on TV during certain “blocked” hours at the weekend. The rules are intended to avoid that TV coverage of football might lead to a decrease in stadium attendance and/or the practice of amateur sport. The European Commission cleared the relevant UEFA rules in 2001.

h. Rules concerning the release of players for national teams

The “player release” rule ensures that players are allowed to take part in training and matches of the national team. The *ratio legis* of this rule is to safeguard the existence of national teams, the possibility for every player to compete for the national team as well as the possibility for every national association to compete with their strongest national team possible.

i. Rules concerning doping

Sports governing bodies set rules to combat doping. The main objective of such rules is to protect the health of athletes and to stop cheating. These rules should fall squarely within the competence of sports bodies, not least as they have the relevant expertise to decide on such matters.

UEFA and FIFPro agree that the principle of individual case management is fundamental to the operation of anti-doping controls.

**2. Integrity**

a. Rules relating to good governance of clubs – the club licensing system

These rules are designed to improve standards across a variety of areas (finance, stadia, youth development, etc.). As regards the financial situation, such rules aim to protect the smooth running of competitions and reduce the risk of financial instability of clubs during the sporting season. The UEFA club licensing system (and similar systems on a national level) help to increase the overall quality of competition as it obliges clubs to meet certain standards.

Such rules raise standards and improve corporate governance, financial transparency and stability within football.

b. Rules related to the ownership/control/influence of clubs

These are rules designed to safeguard the integrity of competition. UEFA created certain rules to ensure that two clubs playing in the same event could not be controlled by one and the same person (company or individual). These rules have been accepted by CAS and the European Commission. However, these rules may not be sufficient, or strict enough, to address the constantly changing environment within which football operates. Similar rules exist on a national level in many countries (and in many other sports).

c. Rules concerning players' agents

Rules regulating the activities of players' agents were introduced by FIFA in order to deal with various problems arising from the activities of agents (for example, too many non-licensed agents not complying with appropriate professional standards and disproportionate and excessive fees meaning large amounts of money leaving football).

These regulations are aimed at improving the integrity, financial transparency and the image of football. Arguably, further regulation is needed in order to address other financial problems in football, such as money laundering.

Relevant case: Piau case

### **3. Competitive balance**

#### a. Rules concerning home-grown players

The home-grown players' rule obliges clubs that participate in the UEFA competitions to include in their squad a minimum number of players that were trained by the club itself or by another club from the same national association. Nationality and age of the players are irrelevant.

The purpose of this rule is to address various problems which have become clear in European football over recent years, notably a reduction in the incentive to invest in youth development and also a reduction in competitive balance. The rule is also designed to address other problems such as player "hoarding" (rich clubs buying up top players and then not playing them), loss of local identity and a decline in performance of national teams.

As this rule does not involve any nationality quota and explicitly promotes legitimate objectives such as education, training and competitive balance, the rule is considered to be compatible with European Community law.

Relevant case: Bosman case

#### b. Rules concerning the central marketing of commercial rights

These are rules that set the procedure for the central selling of rights of a certain competition by its organiser. The organiser of the competition (e.g. FIFA/UEFA, association, league) sells the rights of the competition as a whole instead of each individual club selling the rights just for their games.

The reasons why central marketing rules can be considered to be compatible with EU law are detailed in the decision of the European Commission but include that they ensure solidarity and provide benefits to fans.

#### c. Rules concerning cost controls

These are rules that aim to enhance balance among clubs in the same competition. Sport, unlike other industries, depends on the existence of competitors of roughly equivalent strength. For this reason, rules may be needed to ensure that certain clubs are not able to dominate competition by virtue of their spending power alone. Other clubs – and the players with them – should also enjoy fairly equal conditions of competition.

These rules could be implemented as regulations that stabilise the overall spending of clubs on salaries (e.g. salary cap or luxury tax in the USA or the

salary cost management protocol in the English Football League). They could also be elaborated as a part of the licensing rules.

\* \* \*

## ANNEX 3

### OPERATIONAL PLAN OF MEMORANDUM OF UNDERSTANDING BETWEEN UEFA AND FIFPRO DIVISION EUROPE

As part of the Memorandum of Understanding between UEFA and FIFPro Division Europe and as specified under point 3.2 of the agreement, both organisations have elaborated and agreed on the following operational plan in order to coordinate the activities of FIFPro Division Europe and UEFA in the interest of professional football in Europe for the period 2012-2015.

The role of this document is to outline the subjects, which have been jointly prioritised, and specify the working procedure between both organisations in order to achieve a fruitful cooperation and an improved dialogue. In carrying out the work, due consideration shall also be given to the coordination with the activities of the Professional Football Strategy Council.

This operation plan will be implemented in the next three years and can be revised yearly and renewed based on the progress achieved and on a potential change of priorities.

#### **Working procedure**

##### Professional Football Strategy Council:

First of all FIFPro Division Europe is represented by four representatives and one observer in the Professional Football Strategy Council. The tasks and objectives of the PFSC relate to a wide range of matters pertaining to European football, as described in detail by the UEFA Organisational Regulations, and its purpose as a consultative body is to make recommendations to the Executive Committee, taking in due consideration the interest and needs of all stakeholders of European football recognised by UEFA. In order to ensure an efficient and concrete involvement in the decision-making process, the PFSC meetings shall in principle take place on the eve of the meetings of the UEFA Executive Committee.

##### Annual partnership meeting:

The annual partnership meeting is an informal annual meeting between executives of both organisations where the long-term strategy of the cooperation between both organisations is discussed and agreed. The work undertaken during the preceding year under this operational plan is reviewed. In addition, the priorities are reassessed and can be adjusted if necessary.

##### Operational meetings:

Based on the long-term strategy agreed at an Executive level, operational meetings take place on a regular basis to ensure the proper implementation and progress of this operational plan. Each organisation should appoint a person in charge for this implementation who will then meet with its counterpart and establish a detailed working plan, make the required follow-up as well as address any issues that may occur.

Additionally, if needed and depending on the topic, a person within the administration of each organisation can be identified as specific contact person for a given subject. Relevant experts of both organisations can also be used when necessary.

## **Objectives identified for 2012-2015:**

- Stepping up the fight against match-fixing:

Establishment of a joint approach with regard to the fight against match-fixing, including as well, if possible, the other professional football stakeholders. Focus should especially be put on the preventive measures against match-fixing: e.g. education of players, officials, coaches and referees.

- Cooperating on club licensing and financial fair play:

Extensive cooperation on club licensing and financial fair play. This could include, for example, exchange of information on overdue payables, dual contracts and other malpractices in professional clubs.

- Collaborating on social dialogue:

Joint efforts to support the implementation of the Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory.

- Promoting national team football:

Using the privileged contacts of both organisations to join forces in an innovative approach to promote and strengthen the value and image of national team football.

- Tackling together any type of discrimination and violence:

Further cooperation on each other's campaigns against violence, racism and other forms of discrimination. Study the possibility to further integrate both organisations' campaigns in this respect into a true joint effort.

- Helping the reintegration of unemployed players:

Cooperation on the promotion and support for the FIFPro players without contract tournaments. Study the possibility to further develop the cooperation on other aspects of the tournaments and the training of unemployed players.

- Promoting the dual career of players:

Knowledge exchange on relevant e-learning solutions and education for players. Investigate further possibilities on the promotion of dual career of players and on ways to support the FIFPro Online Academy and other initiatives in this respect from FIFPro and their member unions.