

# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

The Italian Football Federation (FIGC), the Women's Football Division at the FIGC, the clubs playing in the Italian Women's National Professional Football League Serie A and the Italian Footballers' Association have entered into this Collective Bargaining Agreement for Clubs and Professional Female Footballers in the common and agreed awareness of the delicate historical phase of women's football in Italy and in Europe, in which footballers, clubs, sporting institutions and organisations must be involved in implementing every useful initiative to develop the sport of women's football.

In particular, the parties intend to commit to and promote - at the highest level - initiatives, even joint, at any entity and institution, even in the non-sporting field, with a view to repressing and if possible eradicating the very serious phenomenon of the alteration of sporting results by means of betting and any other practice having the same intention. The strict prohibition for professional footballers to bet on sporting events, even if lawful, as well as the principle of objective liability and the reporting obligation, are strongly re-affirmed.

The parties also encourage and support any health promotion initiative for sportspeople, censuring doping practices as they are harmful to the physical integrity of athletes and constitute very serious unsporting conduct.

The parties also undertake, in the relevant sporting context, to prevent harassment, abuse and sexual and gender violence and to protect victims by establishing and applying a specific regulation, also aimed at ascertaining and regulating the sanction procedure for persons found guilty of such acts.

The parties undertake to promote and to create appropriate study/training paths, even in schools, at the beginning of careers, as well as training/orientation during sporting careers and at the end of the same, which may involve as well as facilitate the insertion of female footballers into employment both inside and outside the sporting world. To that end, the parties undertake to enter into a memorandum of understanding with a view to developing and consolidating the cultural education of female footballers.

Finally, the parties sign this Collective Bargaining Agreement with the staunch mutual commitment to support, in the appropriate ways and venues, if necessary even jointly, the approval of new legislative instruments that encompass and protect maternity and sports apprenticeships, with the introduction of rules of facilitation, for youth employment, in the social security and tax field based upon their professional and personal training, subject to legal guarantees in terms of remuneration, social security and welfare.

## **ARTICLE 1**

### **- Subject -**

**1.1** This Collective Bargaining Agreement regulates the economic and regulatory treatment of relationships between professional female footballers (hereafter, also, simply “*Female Footballers*”) and Clubs participating in the Italian Women's National Professional Football League Serie A organised by the Women's Football Division of the Italian Football Federation (FIGC) (hereafter, also, simply, “*Women's Football Division*”).

The following documents are attached to this Agreement and constitute an integral part thereof:

- the Standard Contract template;
- the Other Deeds template (point 3.5 below);
- the policy text indicated in point 20 below;
- the Arbitration Board Rules;
- the tables indicated in point 8 below;
- the Protocol for the prevention of harassment, abuse and sexual violence.

**1.2** In executing the employment contract of Female Footballers, the parties mutually acknowledge that it is prohibited, in accordance with national legislation in force, to discriminate based upon gender and sexual orientation or personal beliefs, resulting in or aimed at compromising or impeding the recognition, enjoyment or exercise of human rights and fundamental freedoms, according to the provisions of the Code of equal opportunities between men and women and Italian Legislative Decree no. 216 of 9 July 2003, with particular regard to any less favourable treatment based upon the condition of pregnancy, as well as maternity, even adoptive, or based upon the ownership and exercise of the respective rights.

## **ARTICLE 2**

### **- Form, duration, renewal and assignment of the individual contract -**

**2.1** The relationship between the professional Female Footballer and the Club is established upon signing a contract in triplicate copy which, under penalty of invalidity, must be drafted in writing. That contract will take the form of the Standard Contract generated by the computer system, made available by the FIGC according to the template attached to this Agreement, signed by the legal representative or by an attorney of the Club having the necessary powers and by the professional Female Footballer.

**2.2** In accordance with the law, non-competition agreements, or those limiting the professional freedom of the Female Footballer for the period after the Contract termination, are prohibited. Option agreements in favour of both the Club and the Female Footballer are permitted, on the dual condition that a specific fee is envisaged in favour of the party granting the option and that the limit of the overall term of the Contract, constituted by its length of duration and by any extension represented by the option (irrespective of the duration of the relationship *inter partes*, which is different from the Contract), does not exceed the maximum term envisaged by law. Pre-emption clauses are not permitted and the Contract may not be supplemented, during the conduct of the relationship, by such clauses.

## **ARTICLE 3**

### **- Filing -**

**3.1** The Club must file, within 7 (seven) days from its signature, in the periods envisaged by the Federal System, the Contract and any other deed related thereto at the FIGC, simultaneously sending a copy, along with proof of filing, to the Female Footballer. The FIGC will perform the necessary checks and will immediately forward the same to the Women's Football Division with the respective approval in accordance with sports regulations and with the law.

**3.2** If the Club fails to file the contract within 7 (seven) days from its signature, the contract must be filed directly by the Female Footballer by way of recorded delivery with notice of receipt or by certified email

within 60 (sixty) days from the day of signing the Contract, sending at the same time a copy and proof of filing also to the Club.

**3.3** The prompt filing of the Contract is a condition, in addition to other legal and regulatory requirements, for its approval by the FIGC.

**3.4** The FIGC will promptly send its decisions to the Club, which must immediately communicate those decisions to the Female Footballer. In the absence of express approval from the FIGC within thirty days after the Contract is filed, or within any shorter period envisaged by the rules issued annually by the FIGC for the aforementioned approval, the latter will be understood to be manifested tacitly.

**3.5** The clauses of the Contract may be amended or supplemented with Other Deeds, to which the same rules envisaged for the Contract apply (those indicated in points 2.1. and 2.2.), along with the provisions indicated in points 3.1 to 3.3. The Other Deeds template contains a clause specifying that they form an integral and inseparable part of the Contract.

**3.6** The Female Footballer is entitled to a fair indemnity if the contract fails to obtain FIGC approval for a reason attributable to the Club. The indemnity amount is determined by the Arbitration Board, at the request of the Female Footballer, in correlation - if the Club is not admitted to the relevant championship - with only the year relating to the football season subject to the non-admission and taking account of any stipulation by the Female Footballer herself of another contract with a professional club or an economic agreement with a club participating in a non-professional Championship, as well as the amount of the same. The indemnity may also be determined in agreement between the parties, in writing - under penalty of invalidity - but exclusively after the non-approval of the Contract. No indemnity will be due if the Club, within 10 days from the non-approval for a reason not attributable to the Female Footballer, or within three days before the closure of the transfer period, offers to the Female Footballer a sports performance contract having identical economic content and the Female Footballer, within the next 2 (two) days, rejects it without justified reason. No indemnity is due if the Female Footballer enters into a sports performance contract with another club after the non-approval and before receipt of the offer.

**3.7** If, during the sports season and in reference to the same, a new contract is signed and filed, it must be drafted in the forms and by the methods envisaged by Art. 2, with the obligation to use the Standard Contract templates generated by the FIGC computer system, during the ten days prior to the date of signature, under penalty of invalidity. In that circumstance, the new contract must expressly indicate that it novates the previous one.

#### **ARTICLE 4**

##### **- Prohibition on non-contractual agreements -**

**4.1** Economic agreements not recorded by Contracts or by Other Deeds filed for approval are not protected in the federal system and will lead to the adoption of disciplinary sanctions.

#### **ARTICLE 5**

##### **- Standard Contract -**

**5.1** Individual contracts between the Club and professional Female Footballers must be drafted in the specific federal form compliant with the Standard Contract template in force when entering into the contract, under penalty of ineffectiveness; that Standard Contract template is attached to this agreement, forming an integral part thereof for all purposes.

#### **ARTICLE 6**

##### **- Remuneration -**

**6.1** For the purposes of this Agreement, remuneration means the fee agreed between the Female Footballer and the Club, indicated in the Contract, under penalty of invalidity of the latter.

**6.2** The remuneration is expressed gross.

**6.3** For multiyear Contracts, the remuneration must be indicated for each football season.

**6.4** The gross share, due for participation in any promo-advertising initiatives of the Club, may or may not be incorporated in the fixed part of the remuneration. The respective agreement must be indicated in the Contract.

**6.5** Clubs may agree with their registered Female Footballers:

- a) fixed remuneration; or,
- b) remuneration constituted by a fixed part (hereafter, "*Fixed Part*") and by a Variable Part; the Variable Part (hereafter, "*Variable Part*") may be linked to the achievement of individual sporting results or team results and even to individual non-sporting training and cultural targets of the Female Footballer, as identified in more detail by the parties by mutual agreement.

Remuneration agreements that involve, directly and/or indirectly, voluntarily or involuntarily, and however they are worded, limitations on sexual freedom, marriage and maternity of professional Female Footballers are prohibited and ineffective, even if they are entered into after the stipulation of the Standard Contract. The proposal of any such remuneration agreements, if reported to the Federal Prosecutor by the Female Footballer, will involve the application of disciplinary sanctions against the Club also in accordance with Art. 4 of the FIGC Sports Justice Code.

**6.6** Individual or team sporting results may, by way of example, be represented:

- a) as to team results: by victory in the championship, by winning placements in the standings at the end of the regular season, after a victory in the play-offs, by remaining in the Serie League due to the result of the regular season or after a victory in the play-offs, by winning titles in national competitions and by achieving objectives in international club competitions;
- b) as to individual results by way of example: by the number of appearances, by call-ups to the national teams, by the number of goals scored, by the number of goals saved, by the absence of disciplinary measures.

The results must be specified precisely in the individual contracts in which the amount of remuneration relating to the *Variable Part* accrued must also be quantified for each result achieved.

**6.7** The Club and the Female Footballer may enter into specific agreements for circumstances of early termination of the relationship or permanent or temporary transfer to another club; a copy of those agreements must be filed, by and not beyond the term of ten days from their signature, at the FIGC.

**6.8** The Club may also enter into specific agreements concerning collective bonuses (hereafter, "*Collective Bonuses*"), meaning bonuses linked to the achievement of sporting results by the team, an example of which is given in Art. 6.6, letter a). The agreement must be signed between the legal representative of the Club and the Female Footballers, or, in representation of them, by at least 3 (three) Female Footballers of the Club itself, having a proxy produced in writing, issued to them by all Female Footballers in possession of a regular sports performance contract, which grants them the power to negotiate and agree the results that generate the entitlement to the Collective Bonus, the total amount thereof and the criteria for assigning shares between the individual beneficiaries. The Club is extraneous to any disputes concerning the effective and correct application of the criteria for forming and assigning the shares. The agreements indicated in this article are filed, together with any proxy, at the FIGC within 10 (ten) days from their signature. Several bonuses for specific targets are permitted, for each competitive competition. Bonuses cannot be accumulated within the same competition.

**6.9** The minimum economic treatment of the relationship is determined in accordance with Art. 8.

## **ARTICLE 7**

### **- Payment of remuneration -**

**7.1** Sums paid to the Female Footballer for the reasons indicated in Art. 6 include, except where stated otherwise in the Contract or in the Other Deeds, every fee, indemnity, even related to transfers, or allowance to which the Female Footballer is entitled by way of remuneration, even on the occasion of transfers, night matches and any retreats and any other indemnity or allowance that may be due to the Female Footballer by virtue of the law or the Contract. This is without prejudice exclusively to the termination of service allowance indicated in Art. 26 below.

**7.2** The Fixed Part of the remuneration must be paid by the 20th of the next calendar month in monthly instalments in arrears of the same amount, and it is not subject to any reduction or suspension, except as envisaged by this Agreement. The Variable Part of the remuneration must be paid by the methods envisaged in the Contract or in the Other Deeds. In the absence of any agreement to the contrary, the Variable Part accrued by the Female Footballer must, in any case, be paid together with the remuneration instalment of the month in which the condition was accrued.

**7.3** The remuneration is paid exclusively by bank transfer to the bank account in the name of the Female Footballer, who must communicate the details of the same upon signing the Contract or by subsequent written communication to the Club, to be attached to the filed Contract. Accordingly, cash payments for any amount, even minimal, are not permitted.

**7.4** In the event of a default of over one month in the payment of remuneration, the Female Footballer is entitled to legal interest, with effect from the fifteenth day after that on which the payment should have been made, without prejudice to the right indicated in Art. 17.

**7.5** The Club's obligation to pay the remuneration is suspended, subject to preliminary communication by telegram or another equivalent medium, even electronic, and with effect from receipt of the same, if the Female Footballer is subjected to disciplinary measures which disqualify her from sporting activity by virtue of sanctions deriving from sporting offences and in relation to the prohibition on betting and doping practices as well as in circumstances where the Female Footballer is unavailable due to measures, even only temporary, ordered by the Judicial Authority. In those cases, unless otherwise envisaged by a specific regulation, the Club, subject to an application to the Arbitration Board in accordance with the Arbitration Rules, may also obtain the ban on the Female Footballer participating in training.

**7.6** The Club's obligation to pay the remuneration may not be suspended or reduced in any case due to the Female Footballer's pregnancy.

## **ARTICLE 8**

### **- Minimum economic treatment -**

**8.1** The minimum economic treatment of the relationship is expressed, for each competitive level of the Women's Football Division, as well as on the basis of the Female Footballer's age, in the tables attached to this Agreement, which may be modified in writing, in agreement between the contracting parties.

**8.2** Any supplementations may not derogate from the mandatory typological classification specified in the tables indicated in the previous paragraph.

## **ARTICLE 9**

### **- Cultural training of Female Footballers -**

**9.1** The Club has the duty to promote and support, in harmony with the aspirations of Female Footballers with whom it is linked by a contractual relationship, initiatives or institutions for the improvement and increase of culture in line with the requirements of the sporting activity.

**9.2** The FIGC, the Italian Footballers' Association and the Clubs may indicate the conditions with which Clubs must comply, in line with the requirements of the sporting activity, to facilitate attendance on courses and preparation for examinations by Female Footballers who intend to continue their studies or to achieve a professional certification or qualifications of any level and grade, including university education.

## **ARTICLE 10**

### **- Pre-season preparation and training -**

**10.1** The Club undertakes to ensure the Female Footballer is in the condition of the best sporting efficiency, providing suitable equipment for athletic training and making available an environment appropriate to her professional dignity.

**10.2** In any case, the Female Footballer has the right to participate in training and pre-season preparation with the first team, subject to the provisions of Art. 15 of this Agreement.

## **ARTICLE 11**

### **- Limits to the conduct of other activities -**

**11.1** The Female Footballer is prohibited from carrying out other sporting activity during the term of the Contract, subject to explicit and prior authorisation of the Club.

**11.2** She is also prohibited from carrying out, in the same period, any other work, business or other activity that is incompatible with the exercise of competitive sporting activity or that may involve risks to her physical efficiency and integrity.

**11.3** In any case, if the Female Footballer intends to perform one of those activities, she must inform the Club in writing in advance.

**11.4** If the Club objects, the opinion on compatibility will be made by the Arbitration Board at the request of the Female Footballer.

## **ARTICLE 12**

### **- Technical instructions, obligations and rules of conduct –**

**12.1** The sports performance must be carried out, within the organisation established by the Club, in respect of the technical instructions and other requirements imparted for the achievement of the competitive purposes.

**12.2** The Female Footballer must also respect the duty of loyalty towards the Club

**12.3** Rules relating to the lifestyle of the Female Footballer, provided that they are not linked to reasons directly and/or indirectly affecting sexual orientation and/or gender identity, maternity or marriage, are legitimate and binding only if justified by requirements of the professional activity, in respect of human dignity, of Italian Legislative Decree no. 198 of 11 April 2006 - Code of equal opportunities between men and women - and of Italian Legislative Decree no. 216 of 9 July 2003.

**12.4** The Female Footballer must take care of her own physical-mental integrity based upon the sports performances she is required to provide and must refrain from any activity that may endanger her safety and her best physical-mental condition.

**12.5** The Female Footballer must undergo medical sampling and examinations, even periodic and/or preventive, therein including blood and urine samples and tests, arranged by CONI and by the FIGC for the implementation of anti-doping checks and for the best health protection. The Female Footballer's consent is required if the samples and tests are requested by the Club.

**12.6** Any violation by the Club and/or by Female Footballers of the provisions indicated in Art. 12.5 involves the application of sporting sanctions envisaged by the regulations in force.

**12.7** The Female Footballer must avoid any conduct that may cause prejudice to the Club's image.

**12.8** The Female Footballer does not have the right to interfere with the Club's technical, managerial and business decisions.

## **ARTICLE 13**

### **- Participation in training - Transfers - Participation in national squads**

**13.1** The Female Footballer must participate, except in ascertained cases of sickness or accident, in all training sessions at the times and in the locations established by the Club, as well as all official or friendly games that the Club itself intends to play, both in Italy and abroad.

**13.2** On the occasion of transfers or retreats, the Female Footballer must use adequate means of transport, arranged each time by the Club and at the care and expense of the same. The Club is also required to provide accommodation and food to the Female Footballer.

**13.3** The Female Footballer, if called up, is required to participate, except in ascertained cases of sickness or accident, at matches of national squads of the FIGC, whether they are official or friendly games, both in Italy and abroad.

#### **ARTICLE 14**

##### **- Custody of materials -**

**14.1** The Female Footballer must diligently store the sports clothing and materials provided by the Club and she undertakes to refund the value of the same if they are lost or damaged through her own fault and actions.

#### **ARTICLE 15**

##### **- Disciplinary measures –**

**15.1** The following measures, graduated in relation to the severity of the breach, will be applied to the Female Footballer if she breaches her contractual obligations towards the Club, or obligations deriving from Federal Regulations, regulatory, statutory or federal sources:

- ✓ written warning;
- ✓ fine;
- ✓ pay cut;
- ✓ temporary exclusion from training or pre-season preparation with the first team;
- ✓ contract termination.

**15.2** The measures must be adopted, under penalty of invalidity, while applying the following procedural methods:

- a) the written warning and the fine in an amount not exceeding 10% of one-twelfth of the Fixed Part of gross annual remuneration may be adopted directly by the Club, subject to the charge being notified in writing within 10 days from becoming aware of the same. The Female Footballer may submit her justifications within the next 5 days. The Club must inform the interested party, by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic, of the resolved measure, within 10 days from the date on which the Female Footballer submitted her justifications or, failing that, after the period of 5 days for providing such justifications has elapsed. The communication must indicate the reasons that led to the measure and the timescales and procedures for challenging it. The Female Footballer may, within 15 days from the application of the disciplinary sanction, challenge the measure by appeal to the Arbitration Board, whose ruling is final;
- b) the fine in an amount exceeding 10% of one-twelfth of the Fixed Part of gross annual remuneration and the pay cut are applied by the competent Arbitration Board, following a single-instance procedure, at the motivated proposal of the Club, to be sent by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic, within ten days from the date on which the offence was ascertained. The Club must send, at the same time, a copy of the proposal to the interested party by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic; the receipt slip of the recorded delivery letter or the certificate of receipt of the electronic communication must be attached to the proposal sent to the aforementioned Board. The Female Footballer has the right to send to the Board itself and, for information, to the Club - within fifteen days of receiving the copy of the proposal - her counter-arguments, by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic. The Arbitration Board will be constituted and will resolve by the

methods and in the forms envisaged by the Arbitration Rules signed together with this Collective Bargaining Agreement;

**15.3** The amount of the fine may not exceed 25% of one-twelfth of the gross annual remuneration in the Fixed Part.

**15.4** The pay cut is aimed at rebalancing the synallagma, and is regulated as follows:

(i) in the case of disqualification by the FIGC, UEFA or FIFA, the Club may suggest a cut in the Fixed Part of gross annual remuneration to the Arbitration Board, in the methods and timescales envisaged by point 15.2.b) above, for the period corresponding to the duration of the disqualification and for an amount not exceeding 60% of the sums due for that period. The Arbitration Board, for the purposes of its decision, will assess the severity and/or voluntary nature of the violation(s) that gave rise to the disqualification;

(ii) in the case of disqualification for doping, the pay cut, alternatively to the request to terminate the Contract, may be equal to the entire remuneration, fixed and variable, due for the period of duration of the disqualification, with effect from the precautionary suspension resolved by the Sports Justice Bodies. That provision is also effective in cases of sporting offences or violation of prohibitions of any source in relation to betting, commencing from the effectiveness of the disciplinary measure resolved by the Sports Justice Bodies.

**15.5** The pay cut may not in any case (with the exception of what is stated in Art. 15.4 (ii)) involve a reduction in remuneration below that envisaged in the Minimum Remuneration Table.

**15.6** The Club may also propose to the competent Arbitration Board, within ten days from the date on which the offence was ascertained and in the forms envisaged by the Rules, the temporary suspension from training or pre-season preparation with the first team and the declaration of termination of the contract. The declaration of termination of the contract may be proposed in the cases of:

- ✓ serious and ascertained contractual breach;
- ✓ participation of the footballer in lawful or unlawful sports betting, ascertained with a final decision by the competent sports authorities;
- ✓ conduct of the Female Footballer aimed at illegally altering the sports result of both the club to which she belongs - in competitions in which the same participates - and of other sports clubs, implemented by any means or methods, both in her own interest and that of third parties, whatever utility is achieved or desired for herself or for others;
- ✓ inability due to sickness or accident resulting from the poor conduct of the Female Footballer or due to other causes attributable to her gross negligence, subject to the provisions of Art. 19.6 below;
- ✓ prison sentence for intentional crimes, with a final ruling, not suspended conditionally or pardoned;
- ✓ final conviction of the Female Footballer by the competent authorities in relation to doping.

**15.7** All measures applied or confirmed by the Arbitration Board are considered to be final measures, which may not be appealed.

## **ARTICLE 16**

### **- Actions to protect the rights of the Female Footballer -**

**16.1** The Female Footballer has the right to obtain, by application to the Arbitration Board, compensation for damages and/or termination of the contract if the Club has breached the contractual obligations by which it is bound towards her.

**16.2** In the event of a breach of the provision contained in point 10, paragraph 2, the Female Footballer may notify the Club in writing, inviting it to fulfil. If the Club does not spontaneously fulfil within the mandatory term of 5 (five) days from receiving the notice, the Female Footballer may take action before the Arbitration Board to obtain, at her discretion, the reinstatement or termination of the Contract. In



both cases, the Female Footballer is also entitled to an amount equal to 20% (twenty per cent) of the Fixed Part of gross annual remuneration.

**16.3** This is without prejudice, in any other circumstance, to the principle indicated in Article 15.6, in the case of serious breaches by the Female Footballer of the contractual obligations which do not permit, except with immediate objective harm caused to the Club, the participation of the same in the preparation and/or training with the first team; the Club, after notifying the charges to the Female Footballer by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic, may order her exclusion provisionally, provided that it simultaneously sends to the Arbitration Board, via the urgent procedure, a proposal to apply the sanction of temporary exclusion from pre-season preparation and/or training with the first team. If the Board considers the exclusion of the Female Footballer from pre-season preparation or training to be unjustified - however it is arranged - it will adopt automatically, at the request of the same, the measures indicated in the 2nd paragraph of this article.

**16.4** If, after the ruling of the Arbitration Board to reinstate the Female Footballer, the Club fails to act within a period of 5 (five) days from decision being communicated by the Board Secretary, the Female Footballer has the right to obtain from the Board itself the termination of the contract, without prejudice to the Club's duty to respect in full the economic content of the Contract until its expiry as compensation for damages caused.

**16.5** If the Board accepts the appeal and ascertains that disciplinary offences have been committed, it sends the documents to the Federal Prosecutor so that it may take any measures under its remit.

**16.6** If the Female Footballer is excluded, provisionally, from preparation and/or training with the first team, the Club remains subject to the obligation indicated in Art. 10, 1st paragraph, except with the express written waiver of the Female Footballer.

## **ARTICLE 17**

### **- Default -**

**17.1** Any default by the Club in payment of the monthly instalment of fixed remuneration in any case constitutes a reason for termination of the contract, if it continues beyond the twentieth day after the payment term envisaged in Art. 7 above. Any default by the Club even in the payment of the *Variable Part* of remuneration also constitutes a reason for termination of the contract, if that breach similarly continues beyond the twentieth day after the payment term agreed by the parties.

**17.2** In those cases, the Female Footballer, in derogation of the procedural methods envisaged by Art. 15, obtains the termination of the Contract, provided that she has placed the Club in default by recorded delivery letter with notice of receipt or another equivalent medium, even electronic, a copy of which is also sent to the Women's Football Division at the FIGC after the entire default period has accrued.

**17.3** For Female Footballers signed to the Club as a consequence of a temporary transfer of the Contract, the communication indicated in the above paragraph must also be sent, by the same methods and within the same terms, under penalty of invalidity, to the Club that transferred the contract temporarily.

**17.4** The termination of the Contract is in any case excluded if the Club makes the payment, by the methods indicated in Art. 7.3, within twenty days from receiving the notice of placement in default.

**17.5** If the placement in default does not achieve its aim, in whole or in part, the Female Footballer, in order to obtain the declaration of termination of the contract, must make a request for the same to the competent Arbitration Board by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic, to be sent for information also to the defaulting Club and, if appropriate, to the jointly interested Club by and not beyond 20 June.

**17.6** The Club has the right to lodge its motivated and documented disputes, by recorded delivery letter with notice of receipt or by another equivalent medium, even electronic, sent to the Arbitration Board, a copy of which, again, is sent - by recorded delivery letter with notice of receipt, or another equivalent medium, even electronic - also to the Female Footballer and to any jointly interested Club, by and not beyond ten days from receiving the request.

**17.7** Any lack of objection by the Club within the prescribed timescales will be considered acceptance of the request by the Female Footballer.

**17.8** The Female Footballer is entitled to receive the agreed remuneration until the expiry of the Contract or until the signature of a new contract, if this occurs first.

**17.9** For Female Footballers signed to the Club as a consequence of the temporary transfer of the contract, the termination determines the reinstatement, with effect from the declaration of termination, of the original relationship between the transferor Club and the Female Footballer until the scheduled end of that relationship, provided that the transferor Club makes the full payment, subject to recourse and within the mandatory term of 20 (twenty) days from the communication of the declaration of termination, of all dues that should have been paid by the transferee Club and that have already accrued. The payment must be made by the methods indicated in Art. 7.3.

**17.10** Until the end of the season in progress, the transferor Club must pay to the Female Footballer any higher remuneration agreed with the transferee Club, subject to recourse against the latter for the part of the remuneration exceeding the fee paid by it.

**17.11** The declaration of termination of the Contract by the Arbitration Board for all circumstances envisaged by this article constitutes a final measure, which may not be appealed.

### **ARTICLE 18 – Sickness and accident –**

**18.1.** In the event of sickness or accident, for the period of inability, the Female Footballer is entitled to the remuneration established by the Contract until its expiry, while the Club will benefit from any insurance indemnities agreed in its favour.

**18.2.** Healthcare and pharmaceutical costs, surgery and any admissions to hospitals or nursing homes are borne by the Club insofar as they are not covered by the national health service.

**18.3.** If the Female Footballer does not intend to use the healthcare offered by the Club, the latter will be required to contribute to the respective costs, therein including surgery, medicines and costs for admissions to hospitals or nursing homes, incurred by the Female Footballer, in an amount not exceeding the cost normally applied to provide to the Female Footballer the same suitably qualified specialist care.

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE WOMEN'S FOOTBALL DIVISION AND THE ITALIAN FOOTBALLERS' ASSOCIATION ON HEALTHCARE COSTS**

The parties accept the mutual and unconditional commitment to establish, within brief and reasonable timescales, a system of partnerships with the healthcare facilities currently most used by the Clubs, by the Female Footballers and by professional Footballers for medical checks, diagnostic examinations, surgery (including hospital admissions) and post-injury rehabilitation, with the common aim of ensuring, on one side, high-level specialist care and, on the other, a reduction in costs for the Clubs.

Upon entering into the agreement with the Clinics, an attempt will be made to secure the intervention of the trade association that represents private hospitals.

### **ARTICLE 19**

#### **- Treatment during the period of sickness, injury and unavailability -**

**19.1** For the purposes of the provisions of this Art. 19 and the related rules:

- a) unsuitability means the condition of sickness of the Female Footballer (certified by the competent hospital or equivalent public facility in accordance with the law and the applicable administrative measures) which renders the work performance completely impossible on a final or temporary basis;
- b) inability means the condition of sickness of the Female Footballer which, while not implying the total impossibility of rendering the performance, is such as to prevent her from participating in training except exclusively for the purposes of functional recovery. The condition of inability is certified by a sports doctor or by an organised medical facility which, in the absence of agreement between the parties, is appointed by the Arbitration Board at the Club's request, in the forms and methods envisaged by the Rules.

**19.2.** In the case of non-occupational sickness or accident, the Female Footballer must notify the Club immediately and send the medical certificate certifying the inability within 3 (three) days, unless she has a justified objective reason not to do so.

**19.3** If the inability due to sickness or injury continues for over 180 (one hundred and eighty) consecutive days, the Club may request, by application to the Arbitration Board, the reduction to half of the remuneration being accrued from the 180th day, for the part exceeding the INAIL cover, guaranteed to the Club, until the inability/unsuitability ends and in any case not beyond the expiry of the Contract. The request for reduction to half of the remuneration may be made from 60 days prior to the expiry of the 180 days if the medical prognosis exceeds that period.

**19.4** If the inability due to sickness or injury continues for a period exceeding 240 (two hundred and forty) consecutive days or for a period longer than 365 (three hundred and sixty-five) non-consecutive days over the last three seasons - including that in which the event occurs - or the shorter period in the case of a shorter duration of the relationship, the Club may request the termination of the Contract, by application to the Arbitration Board. The provision indicated in this article does not apply in the case of occupational sickness. The request for termination of the Contract, like that of the reduction in remuneration, must be made, under penalty of forfeiture, within 30 days from the end of the condition of inability. To that end, the date of sending the respective communication to the Female Footballer will be relied upon.

**19.5** If the sickness or injury determines the permanent unsuitability of the Female Footballer, as defined in point 19.1, the Club has the right to request immediately from the Arbitration Board the termination of the Contract.

**19.6** If the sickness or impairment of the Female Footballer's physical conditions is a result of her gross negligence, the general rules on breaches will apply.

**19.7** This article does not apply if the Female Footballer becomes pregnant or with reference to the period of inability due to invoking legal rights in relation to mandatory abstention or parental leave.

**19.8** The Female Footballer has the right to a period of a maximum of 10 days of unavailability from sporting activity if she adopts a child or if a minor joins the family unit. The days of unavailability may be requested within the first 5 months of that adoption. In this case, the Club undertakes to pay the agreed remuneration in relation to the days of unavailability of the Female Footballer.

## **ARTICLE 20**

### **- Accident insurance -**

**20.1.** The Club is required to insure the Female Footballer with a major insurance company against accidents with a policy setting out the terms, methods, conditions and minimum amounts established by mutual agreement by the collective parties and indicated in the text attached for that purpose.

**20.2.** In the event of breach by the Club, the Women's Football Division has the right to replace the same for the signature or finalisation of the policy.

**20.3.** The beneficiary of the insurance services, even for guarantee sums in excess of those agreed with the players' association, is in any case the Female Footballer or her successors and assignees; any contrary agreement, even if signed by the Female Footballer herself, will be ineffective, subject to the entitlement of the Club to indemnities envisaged by any policies entered into to its own benefit.

**20.4.** As beneficiary of the insurance policy, the Female Footballer waives to all effects, for herself and for her successors and assignees, any action against the Club, or those on its behalf, for compensation for damages suffered.

**20.5.** The insurance policy must be entered into by the date the Female Footballer is convened for the start of the activity of each sporting season. Female Footballers not covered by insurance may not carry out any sporting activity. If the Club is in breach of the insurance obligations agreed with the players' association, it may be subjected to disciplinary measures and will be required to compensate the damages suffered by the Female Footballer and by her successors and assignees.

**20.6.** In the event of an accident occurring outside the scope of the activity performed for the relevant Club, the Female Footballer is obliged to inform the Club promptly in writing to allow the latter to be

able to comply within legal timescales with the formal fulfilments required by the Insurance Companies, envisaged by the paragraph below.

**20.7.** The Club is responsible for making the report and for completing any other subsequent fulfilments envisaged by the policy and/or by the law to ensure that the Female Footballer or her successors and assignees receive the indemnities due for the basic insurance and supplementary insurance; the Club is therefore liable to all effects for any omissions in that regard.

**20.8** The Female Footballer is obliged to undergo a medical examination, at the request of the Club, exclusively for the purposes of stipulating and activating the insurance policies in favour of the Club and the determination of the respective indemnities.

## **ARTICLE 21**

### **- Treatment in the case of pregnancy and puerperium –**

**21.1** In the case of pregnancy and puerperium, the Female Footballer has the right to determine the start and end of the maternity period, in respect of the provisions of Art. 16 of Italian Legislative Decree 151/2001.

**21.2** In the case of pregnancy and puerperium, the Female Footballer has the right to continue her sporting activity subject to authorisation from her doctor and in respect of the indications of the Club's doctor. The Club and the Female Footballer may agree a differentiated work plan in greater protection of the state of pregnancy. If sporting activity is not authorised, the Female Footballer and the Club may agree, in respect of the Club's requirements, other activities to replace the sporting activity, again subject to authorisation from her doctor and in respect of the indications of the Club's doctor.

**21.3** At the end of the period of maternity leave, the Female Footballer will be entitled to resume her work activity with the Club. Therefore, the Club will be obliged to reinstate her into the training and preparation activities, providing her with adequate medical support and a safe working environment. In accordance with Art. 39 of Italian Legislative Decree no. 151/2001, the Female Footballer will be entitled, up until the child is one year old, to two hours per day of rest for breastfeeding, if her work hours are at least six hours per day, or to one hour, if her work hours are less than six hours.

**21.4** The Club may exceptionally sign a Female Footballer outside the period envisaged by the federal rules to replace temporarily another Female Footballer who is on maternity leave. The contract of the Female Footballer signed in replacement, unless otherwise agreed between the parties, will last until the day before the start of the first signing period after the return of the Female Footballer from maternity leave. Female Footballers, with contracts previously expired or terminated for any reason, who have ended the period of maternity leave, may exceptionally be signed even outside the period envisaged by the federal rules.

**21.5** In any case, the Female Footballer is entitled to receive the full remuneration envisaged contractually and the validity of the Contract signed with the Club may not in any case be subordinated to any pregnancy.

**21.6** The termination of the Contract may not be requested for any reason related to the pregnancy. The termination of the Contract during the pregnancy and until the child is one year old may be requested for the reasons indicated in Art. 15.6.

## **ARTICLE 22**

### **- Social security contributions -**

**22.1** The Club will pay to the competent social security and national insurance institutes the payments envisaged by Law for invalidity, old age and survivors insurance and for sickness insurance, also for the part charged to the Female Footballer, and the respective sums will be withheld as compensation from the remuneration and fees paid to the same.

## **ARTICLE 23**

### **- Weekly rest period and holidays -**

**23.1** Female Footballers are entitled to one day of weekly rest, usually within the first three days of the week.

**23.2** Female Footballers are also entitled to an annual rest period of 30 days including at least 21 consecutive days, including public holidays and weekly rest. The 30 days also includes a rest period of the minimum duration of seven consecutive days in correspondence with the Christmas break.

**23.3** The choice of the period in which to enjoy the annual rest is made by the Club which decides in correlation to the requirements of the sporting activity. The annual rest is usually continuous in nature. If the Female Footballer is called back to the Club during the annual rest period, the latter will reimburse to her the travel costs for the return to the Club and for the return to the location where she is spending the rest period. The Female Footballer is entitled to use, during another period of the year, the days of annual rest not enjoyed due to being called back to the Club.

#### **ARTICLE 24**

##### **- Marital leave -**

**24.1** Female Footballers are entitled to paid marital leave of at least five consecutive days. The leave period will be agreed between the Female Footballer and the Club, taking account of the requirements of the competitive activity.

#### **ARTICLE 25**

##### **- Prevention of harassment, abuse and violence -**

**25.1** The parties undertake to implement measures aimed at preventing, in the work environment, situations of sexual harassment, sexual bullying, psychological harassment, body shaming, discrimination or any other form of violence, even psychological. Similarly, the Club undertakes to act in protection of the fundamental rights of all its staff and to fulfil the role of guarantor of social responsibility which, as employer, it plays in relation to all employment and interpersonal relationships based upon the sporting activity performed.

**25.2** The contracting parties undertake to define, within two months from the date of signing this agreement, the measures indicated in paragraph 1 in a specific protocol for the prevention of harassment and abuse, which will be agreed between the Parties and will form an integral part of this agreement.

#### **ARTICLE 26**

##### **- Termination of service allowance - solidarity pool -**

**26.1** In fulfilment of Art. 7 of the Agreement and based upon the rules of law, the Club will pay to the provision for termination of service allowance, opened at the FIGC, a contribution of 6.25% on the effective gross annual remuneration and a contribution of 1.25% (which will be withheld in compensation) within the limit of the maximum amount envisaged for Footballers by the competent social security and national insurance institutes.

**26.2** The Club will pay to a Solidarity Pool, whose articles of association, purposes and management methods will be subject to a separate agreement, a contribution to be charged to the Female Footballers of 0.50% to be calculated on the gross annual remuneration subject to respecting the provisions on tax and social security matters.

#### **Transitional rule**

The provision of point 26.2 will enter into force upon the establishment of the Solidarity Pool.

#### **ARTICLE 27**

##### **- Arbitration clause -**

**27.1** All disputes concerning the implementation of the contract or the relationship between the Clubs and the Female Footballers will be dealt with by an Arbitration Board based in Milan, at the Italian national professional football league Serie A, and constituted according to the specific provisions of the Arbitration Board Rules. The arbitration will take place on an informal basis. Until the Women's Football League is constituted, or another Entity that associates the Clubs signing today, the Arbitration Board will be based in Rome at the FIGC. As soon as the aforementioned League or Entity is constituted and operational, the transfer will take place without formalities and immediately, without prejudice to any proceedings already brought at the Rome venue.

**ARTICLE 28**  
**- Joint Commission -**

**28.1** The contracting parties undertake to establish, within two months from today's date, a Joint Commission, with the participation of two members in representation of the Clubs and of two members in representation of the Italian Footballers' Association, to resolve problems of application and interpretation deriving from this Collective Bargaining Agreement.

**ARTICLE 29**  
**- Rule of reference -**

**29.1** The statutory and regulatory rules of the FIGC are understood to be cited for anything not envisaged by this Agreement and by the Standard Contract, which forms an integral part thereof.

**ARTICLE 30**  
**- Duration -**

**30.1** This Agreement has the duration of three years from the date of 1 July 2022 and is understood to be tacitly renewed for an identical period, subject to cancellation to be notified by the interested party with prior notice sent in writing, by recorded delivery letter with notice of receipt or another equivalent electronic medium, at least six months before the expiry of the agreement itself.

**30.2** During the validity period of this Agreement, the Sports Clubs of the Women's Serie A may establish a unitary representative body. If that body is established, the Parties will meet in order to adopt all technical-legal measures required for the same to take over in the position of contracting party in this Agreement, in place of the individual stipulating Clubs.

**30.3** The Agreement will be extended to the Clubs that, during subsequent sporting seasons, take over in the professional competitions of the Women's Serie A following their promotion from Serie B. The effective application of this Agreement will be considered equivalent to its full acceptance.

**ARTICLE 31**  
**- Transitional and final rules -**

**31.1** Until the Parties agree to a substantial modification of Art. 10 in such a way that, on one side, the rights of the Female Footballers are made clear and, on the other side, the most modern and suitable ways for the regular conduct of the training are identified, the interpretation rendered by the FIGC on 22 August 2011, with the elimination of the adjective "temporary" at page 2, line 24, is attached to this agreement to form an integral part thereof.