

APPROVED
at the joint meeting of authorized
representatives
from the parties to the Sectoral
Agreement in the field of
professional football of Ukraine
Resolution of August 17, 2017

SECTORAL AGREEMENT

between the Non-Governmental Union "Football Federation of Ukraine",
Association of Professional Football Clubs of Ukraine "Premier League"
Association of Football Clubs "Professional Football League of Ukraine"
and All-Ukrainian Professional Union "Football of Ukraine",
All-Ukrainian Association of Professional Football Players
in the field of professional football of Ukraine
for 2017-2022

Kyiv-2017

SECTION 1.

General Provisions

1.1. The sectoral agreement between the Non-Governmental Union “Football Federation of Ukraine”, Association of Professional Football Clubs of Ukraine “Premier League”, Association of Football Clubs “Professional Football League of Ukraine” and All-Ukrainian Professional Union “Football of Ukraine”, All-Ukrainian Association of Professional Football Players in the field of professional football of Ukraine for 2017-2022 (hereinafter – the Agreement) has been concluded in accordance with:

- the Law of Ukraine “On Collective Contracts and Agreements”
- the Law of Ukraine “On Social Dialogue in Ukraine”
- the Law of Ukraine “On Trade Unions, their Rights and Guarantees of their Activity of their Activity”
- the General Agreement on regulation of the basic principles and norms of social and economic policy and labor relations in Ukraine concluded for 2016-2017.

1.2. The Parties to the Agreement are:

on the part of the Employers:

Non-Governmental Union “Football Federation of Ukraine” (hereinafter – the FFU),

which has a status of the national association, manages the football of Ukraine within the scope of authorities delegated to it by the central executive authority in accordance with the applicable legislation, has the exclusive right to organize and hold football competitions and represents Ukraine at the international sports organizations and international football competitions, and is a guarantor of execution of the terms of this Agreement,

Association of Professional Football Clubs of Ukraine “Premier League” (hereinafter – the UPL)

is a professional sports league (an entity organizing the activities of professional football players), which has been established and acts as a sports association with the All-Ukrainian status as a joint representative body of the clubs being a part of it,

Association of Football Clubs “Professional Football League of Ukraine” (hereinafter – the PFL)

is an All-Ukrainian sports nonprofit association of professional football clubs committed to development and promotion of football in Ukraine, organizing and holding the All-Ukrainian football competitions for the teams of the first and second leagues of the PFL, as a joint representative body of the clubs being a part of it,

and on the part of Trade Unions:

All-Ukrainian Professional Union “Football of Ukraine” (hereinafter – the Trade Union)

is a Ukrainian nonprofit organization that brings together on a voluntary basis the football players, members of football clubs, associations, leagues and citizens based upon common interests in the professional activity for joint realization of their rights and freedoms,

Public Organization “All-Ukrainian Association of Professional Football Players” (hereinafter – the Association)

is a public independent sports-oriented organization that brings together professional football players of the professional football leagues and clubs to meet and protect the legitimate social and economic, sports, creative, national and cultural, other common rights and interests of its members.

- 1.3. The Parties recognize the Agreement as valid act of social dialogue that establishes the agreed positions and actions of the Parties aimed at their cooperation, creating conditions for efficiency improvement, implementation thereupon of professional, labor and social guarantees, ensuring the constitutional rights of employees. The obligations and arrangements adopted in the Agreement are binding upon the Parties, which have concluded it.
- 1.4. The provisions of the Agreement are directly applicable to and mandatory for all the entities within the scope of activities of the Parties, which have signed the Agreement, and are also applied to the persons in accordance with Appendix 1. The terms of the Agreement are obligatory as minimum guarantees for all the entities within the scope of activities of the Parties, which have signed the Agreement, and are also binding upon the professional football clubs in legal relations arising with professional football players and other persons determined in Appendix No. 1 of this Agreement.
- 1.5. The purpose of this Agreement is:
 - to establish meaningful cooperation and the limits for regulation of legal, economic and professional relations between employers and employees as defined in Appendix No. 1 of this Agreement;
 - to create a contractual basis for professional football by mutual agreement of all the Parties concerned;
 - to define the basic principles, rights and obligations of professional football players and clubs, as well as the manner of performance and exercising such rights and obligations;
- 1.6. The FFU, the UPL and the PFL recognize the Trade Union and the Association to be the exclusive representatives for dispute resolution on the matters relating to labor relations between employers and individuals identified in Appendix 1 of this Agreement.

- 1.7. The parties agree that, notwithstanding the foregoing, the employees may, acting on their own or through an intermediary, on an individual basis, negotiate with the FFU, UPL, PFL, Professional Football Clubs (hereinafter - the Clubs) and agree upon the conditions that go beyond the minimum requirements established hereby, unless inconsistent with this Agreement (including a standard football player contract and any Appendix to it), for more favorable conditions for employees.

If the Employment Agreements (contracts) contain any terms deteriorating the employee's position contrary to the terms of this Agreement (including of the standard form of contract between a professional football club and a professional football player and any Appendix to the contract with the professional football player), such terms shall be invalid.

- 1.8. The Parties shall respect the rights and legitimate interests of each other, mutually confirm their readiness to build their relationships based upon the principles of social dialogue, mutual respect and equality, compliance with the obligations and arrangements established hereby, and shared responsibility.
- 1.9. Within duration of the Agreement, the Parties will coordinate efforts to accelerate the Ukrainian football development and perform the priority tasks in the social and economic and labor spheres, in particular ensuring the rights and guarantees of professional football players and other employees in the field of professional football.

The Parties will be guided by the principles of non-discrimination in the field of labor relations based on sex, race, skin color, political, religious or other beliefs, ethnic, social origin, age, health status, suspected or existing HIV/AIDS, family and property status, membership in a trade union or any other association of citizens, public union, as well as against other attributes not related to the type of work or conditions of its execution.

- 1.10. The Agreement is a ground and a basis for negotiating, developing and concluding the collective agreements, making amendments therein, taking into account the provisions of the Agreement. The Parties shall promote the conditions for negotiations on entering into the said agreements.

If the employees, for any reasons whatever, refuse to participate in signing of the collective agreements, the Trade Union shall take part in resolving this issue.

SECTION 2.

Duration, amendments, registration of the Agreement

- 2.1. The Agreement has been concluded for a period from 2017 to 2022, and it shall become effective as of the date of its signing and valid until entering into the new Agreement.
- 2.2. As of the effective date of this Agreement, the Sectoral Agreement between the Football Federation of Ukraine, Association of Professional Football Clubs of Ukraine “Premier League”, Association of Football Clubs “Professional Football League of Ukraine” and All-Ukrainian Professional Union “Football of Ukraine”, Association of Professional Football Players of Ukraine in the field of professional football of Ukraine for 2011-2015 become null and void.
- 2.3. Neither Party may, within duration of this Agreement, unilaterally make decisions that alter its norms and provisions or terminate their execution.
- 2.4. The Agreement shall be subject to amendments due to changes in legislation after the Parties have negotiated and consulted. Any amendments to the Agreement shall come into force upon approval and signing by the Parties. Negotiations or consultations regarding amendments to the Agreement shall be held within ten days upon receipt of proposals by the other Party. All the unaffected provisions of this Agreement shall remain valid with the same content.
- 2.5. The Trade Union Party, within a week upon signing the Agreement, any amendments thereto, shall submit them for notice filing and after registration send to the Parties’ entities. Both the Trade Union Party and the Employer Party shall publish the Agreement on their websites.
- 2.6. This Agreement shall apply to the legal relations effective on the day of its signing until entering into the new Sectoral Agreement.
- 2.7. In the event of termination (reorganization, liquidation, etc.) of either Party, the rules of this Agreement shall be binding upon any successors of the Parties, both being the representative organizations of employers and employees.
- 2.8. The Agreement does not restrict the statutory rights of the employers in terms of establishing higher, enlarged and additional, as compared to those stipulated by this Agreement and legislation, social guarantees, labor and social benefits and other norms in the collective and labor contracts, at their own expense.
- 2.9. The Parties confirm and recognize that the provisions of the Agreement must be regarded by the FFU football judicial bodies, FFU Dispute Resolution Chamber and the FFU Permanent Committees and Commissions in consideration and adoption (passing) of relevant decisions on labor and other issues arising from the relationship between employers and employees.

SECTION 3.

Relationship of the Parties on the matters of professional football development and employment provision

3.1. The parties have agreed to:

- 1) ensure participation of the Parties to the Agreement in development and implementation of activities on professional football development as the area of priority;
- 2) jointly promote and develop recommendations on compliance with the established requirements of the certification procedure by football clubs, namely: at the start of the attestation procedure, the football club applying for a certificate must be a member of the relevant regional football federation for at least three consecutive years;
- 3) take measures for non-admission of persons or disqualification without limit in time from football activity of the persons who were in the governing bodies (management bodies) of the football club, which terminated participation in competitions among the teams of professional football clubs for reasons other than sports or were convicted of a crime against any professional football player, coach and other specialists according to Appendix No. 1 of this Agreement or relating to the FFU, UPL, PFL or football club;
- 4) contribute to prevention of unjustified changes in the type of ownership and legal organizational form of professional football clubs, job cuts and illegal mass dismissal of employees of the FFU, UPL, PFL, professional football clubs;
- 5) take measures to prevent wage arrears at the FFU, UPL, PFL, professional football clubs;
- 6) take measures to prevent any collective labor disputes (conflicts), and if they arise, seek to resolve them through mutual consultations and negotiations in the manner prescribed by the Law of Ukraine “On the Procedure for Resolution of Collective Labor Disputes (Conflicts)” and procedures of the FFU, UPL, and PFL;
- 7) maintaining the employment of professional football players is a priority objective of this Agreement;
- 8) the employment relations between a professional football club and a professional football player, between a professional football club and a coach, between a professional football club and other specialists listed in Appendix No. 1 are regulated by the individual employment agreement (contract), which is a fixed-term agreement.

A standard contract and minimum requirements for it are defined in the Regulations of the Football Federation of Ukraine as for the status and transfer of football players. The form (terms and conditions) of the Standard Contract is mandatory when entering into the employment agreement (contract) between a professional football club and a professional football player, between a professional football club and a coach.

The employment relations of employees of the FFU, UPL, PFL, employees of professional football clubs are regulated by the labor legislation, this Agreement and the collective agreements.

3.2. The Football Federation of Ukraine, Association of Professional Football Clubs of Ukraine “Premier League”, Association of Football Clubs “Professional Football League of Ukraine” shall:

- 1) involve the representatives of the Trade Union and the Association in preparation of decisions on development and amendment of:
 - a) the charters in terms of powers of trade unions to represent interests of employees, the labor collective, protection of their social and economic and labor rights;
 - b) local regulations concerning the labor rights and duties of employees, the labor collective (collective agreements, internal codes of labor conduct, programs of personnel development, etc.);
 - c) regulations, provisions and disciplinary rules concerning the labor rights and interests of professional football players, coaches and other specialists;
 - d) establishment of a standard for representation of the Trade Union and the Association in the football judicial bodies and at the bodies for the implementation of football justice and the FFU Dispute Resolution Chamber, FFU Permanent Committees, Executive Committee, FFU Presidium, commission for reorganization and/or liquidation of a Party to the Agreement or a professional football club.
- 2) include (delegate) the representatives of the Trade Union and Association in the following quantity (representation quota) into:
 - a) the FFU Dispute Resolution Chamber (in quantity of at least a half of the members of the FFU Dispute Resolution Chamber);
 - b) the FFU football judicial bodies (in quantity of at least a half of the members in the body, without regard to the chief, in particular, in quantity of at least 3 persons subject to the total 7 members in the body etc.);
 - c) permanent committees of the FFU (in quantity of at least one representative);
 - d) the Executive Committee and the Presidium of the FFU (in quantity of at least one person per each);
 - e) the commission for reorganization and/or liquidation of a Party to the Agreement or a professional football club (in quantity of at least one person per each);
- 3) organize and hold the All-Ukrainian football competitions among the teams of professional football clubs;

- 4) assist, if necessary, in resolution of disputable issues regarding participation of professional football players in the national teams of Ukraine;
- 5) determine the required criteria (requirements and conditions) for professional football clubs, coaches, other specialists and managers of Clubs and monitor compliance therewith;
- 6) resolve disputable issues connected with domestic transfer of professional football players in Ukraine;
- 7) improve cooperation, favourable interaction, mutual understanding between the member Clubs of any Owner/Employer Party's entities precluding from discrimination on any grounds;
- 8) provide legal and social assistance to member Clubs of the Owner/Employer Party's entities, all the persons employed or engaged in the football system, take care of football veterans;
- 9) each year, during the term of this Agreement, together with the Trade Union and the Association, hold the Award Ceremony entitled "Ukrainian football stars".

3.3. In the field of employment provision, the Football Federation of Ukraine, the Association of Professional Football Clubs of Ukraine "Premier League", the Association of Football Clubs "Professional Football League of Ukraine" shall:

- 1) in the event of liquidation or reorganization of a professional football clubs, taking the decision on termination of a professional football club or change of the League, which entails reduction in the quantity or staff of employees, deterioration/change in essential working conditions, make such reduction, deterioration/change in essential working conditions only upon prior notification of the Trade Union and/or the Association, primary trade union organizations acting within the framework of such a business entity, on this issue, including the information on the reasons of the resulting dismissals, quantity and categories of employees concerned, dismissal time schedules. At least three months after taking the decision, consult with the trade unions on the measures to prevent dismissal or minimization of their number or mitigation of adverse effects of any dismissal;
- 2) develop and take measures in accordance with the applicable legislation regarding social protection of the dismissed employees as may be agreed with the Trade Union and the Association;
- 3) prevent dismissal of employers on the employer's initiative without agreement with the elected body (trade union representative) of the primary trade union organization of the Trade Union, where the employee is registered, in accordance with the law;

- 4) establish, with the exception of professional football players and coaches of the club, a part-time schedule (part-time working day or week), only during any reasonable temporary economic difficulties under the conditions established by the labor legislation and the collective agreement;
- 5) afford to the employees, who have received a notice of dismissal according to requirements of labor legislation, the opportunities for searching a new job during some part of their working time in accordance with the procedure and under the terms established by the collective agreement.

3.4. The All-Ukrainian Professional Union “Football of Ukraine” and the All-Ukrainian Association of Professional Players shall:

- 1) carry out public control over implementation of the laws and other regulations on labor and employment in the sphere of professional football;
- 2) make, if necessary, proposals to employers on postponement, suspension or cancellation of the measures relating to mass dismissals, which are mandatory for consideration;
- 3) provide the members of the Trade Union (subject to payment of membership fees) and the Association (subject to payment of a membership fee for the relevant year) with a free legal assistance, consultations on insurance, employment, represent their rights, if necessary, at the football judicial bodies and the FFU Dispute Resolution Chamber, at the governmental authorities and courts;
- 4) through primary trade union organizations, promote compliance with the labour discipline by employees;
- 5) take an active part in formation of a consolidated position on the matters relating to preservation of employment;
- 6) no less than once in six months hold joint meetings of the Parties on the status of compliance with provisions of the Agreement in the field of remuneration and measures taken to eliminate any identified violations;
- 7) monitor compliance with representation quotas of the Trade Union/Association in the bodies set forth in subparagraph 2) of clause 3.2. of this Agreement and delegate the respective representatives to these bodies.

SECTION 4.

Employment Agreement (Contract)

4.1. The Parties have agreed:

- 1) the employees of the FFU, UPL, PFL, professional football clubs (other than specified in subparagraph 2) of clause 4.1. of this Agreement) shall be employed and work under the general requirements of labor laws and the relevant provisions of this Agreement;
For failure to take on the staff officially (other than specified in subparagraph 2) of clause 4.1. of this Agreement), the FFU, UPL, PFL, professional football clubs shall be liable according to the applicable Ukrainian legislation;
- 2) professional football players, coaches and other specialists, whose activity is connected with training and participation in sports competitions among the professional athletes and is their primary source of revenue, shall enter into the Employment Agreement (contract) for a definite period (hereinafter – the “Contract”) with the professional club according to the Ukrainian legislation “On Physical Culture and Sports”, the Labor Code of Ukraine and other regulations, as well as statutory and regulatory documents of the FFU, UPL, PFL, the International Federation of Football Associations (hereinafter – FIFA) and International Federation of Professional Footballers (hereinafter – FIFPro);
- 3) the labor relations are governed by the applicable Ukrainian legislation, this Agreement and collective agreements;
- 4) prevent from transfer to the contractual form of the employment agreement of the employees, who are already employed by the employer based upon the permanent employment contract terms, except as otherwise provided by the laws of Ukraine. Employment under the contractual form of the employment agreement can be made only as expressly provided by the laws under the conditions determined by agreement of the parties, the labor legislation, this Agreement and the collective agreement.

4.2. Characteristics of labour relations involving professional football players, coaches and other specialists

The Parties have agreed:

- 1) a contract is a basis for employment of a professional football player, coach and other specialists.

For failure to take on the staff officially, including any professional football player, coach and other specialists, the employer shall be liable according to the applicable Ukrainian legislation and regulations of the FFU Disciplinary Rules;

2) a contract shall be entered in accordance with the provisions of this Agreement and contain provisions of the Ukrainian labor legislation and regulations of FIFA, FFU and FIFPro, and for the professional football players and coaches – also the provisions of the established Standard Contract Form (Appendix No.7). Each Contract shall declare that this Agreement is binding for use both by the professional football player, coach, other professionals, and by the professional football club.

For professional football player and the coach must apply the provisions of the Standard Contract Form. Status of a coach in contractual relationship is equal to the status of a professional football player;

3) the contract shall be made in writing at least in three copies, one of which is submitted to the Federation/UPL, PFL, one copy shall be given to the professional football player, coach, other specialist, and one copy shall be kept by the professional football club;

4) the Club shall familiarize the professional football players, coaches and other specialists with internal (local) documents relating to their rights and obligations via their signature. In case of failure to do so, the Club shall be liable according to the Ukrainian legislation and FFU Disciplinary Rules and the related internal (local) documents shall be ignored and the Club will be deprived of the right to invoke them in resolving the dispute;

5) a professional football player, coach, other specialist of the professional football club, who enters into the contract according to the law and established FFU Regulations, except for the general grounds provided by law or contract, may terminate his contract subject to a mandatory notification of the Club in writing fifteen (15) calendar days prior, if the Club:

a) does not fulfill its obligation to pay remuneration and/or obligatory payments in full for more than two (2) months, or fails to perform other material obligations under the contract (in terms of medical and social insurance, granting a leave, violations of the training process), and

b) the said violation continues during ten (10) calendar days upon receipt of a notice provided for by subparagraph 5) of clause 4.2.

6) in case of contract termination the Club shall discharge the debt to the professional football player, coach, other specialist for the period of his work in the Club and meet all other obligations relating to the termination effects;

7) the contract between the Club and a professional football player, coach or other specialist shall be entered subject to the regulation requirements established by the FFU, such as:

– the minimum term of the contract – from the effective date to the end of the respective sports season in which the contract came into force;

– the maximum term of the contract with a professional football player, coach and other specialists may not exceed a period of five (5) years;

- the maximum term of the contract with a minor professional footballer may not exceed a period of three (3) years.

The term of the contract between the Club and a professional football player, coach and other specialist may be extended by mutual agreement of the parties, provided that such specific proposal of the Employer Club has been delivered to the professional football player, coach and other specialist in writing at least 14 calendar days prior to expiry of the current contract;

- 8) during the term of the contract, the professional football player is entitled to a temporary transfer (lease) or transfer (transition) within the country or abroad, subject to a respective contract executed between the transferring Club and the accepting Club, and a professional football player;
- 9) the period of temporary transfer (lease) shall not exceed the period remaining under the basic contract between the professional football player and the Club. The lease (temporary transfer) shall not affect the validity and enforceability of the basic contract;
- 10) in case of transition of the professional football player subject to a temporary transfer (lease):
 - a) the contract between the professional football player and its basic Club shall be suspended for this period;
 - b) the transferring Club, unless otherwise agreed between the parties of the temporary transfer (lease), shall fulfill all its obligations in full to the effective date of the temporary transfer (lease);
 - c) within the period of temporary transfer (lease), the salary and other material obligations of the Club to the professional football player shall be performed by the leasing Club.
 - d) upon expiration of the lease, the professional football player must return to his basic Club to fulfill the obligations under the basic contract.
- 11) a temporary transfer (lease) or transfer (transition) shall be in accordance with all the applicable rules and regulations of FIFA and FFU;
- 12) if the contract has expired or it shall be terminated prematurely in accordance with the applicable Ukrainian legislation and regulations of the FFU and FIFA, the professional football player shall be free to contract with any Club. The issue of any compensation to be paid for training of the football player shall be determined by the FFU Regulations on the status and transfer of football players and FIFA Regulations on the status and transfer of players;
- 13) except as otherwise regulated by any provision of this Agreement, the Clubs and professional football players shall act in accordance with the Regulations on the status and transfer of players of the FIFA and FFU.

4.3. By agreement and with regard to characteristics of labour relations involving the professional football players, the Parties have determined:

1. General duties of the Club and professional football player

1.1. The Club shall:

- 1) comply with the provisions of this Agreement in accordance with the requirements of expediency and justice;
- 2) enter into a written individual employment agreement (contract) with a professional football player signed in three counterparts, which declares that this Agreement shall be applied;
- 3) include into the contract the terms of the Standard Contract form (Appendix 7);
- 4) register the Contract with the relevant League with any and all appendixes, additions, amendments, agreements. In the event that the FFU Dispute Resolution Chamber FFU Control and Disciplinary Committee identifies that the said documents have not been registered, the Club shall be subject to sanctions stipulated by the FFU Disciplinary Rules;
- 5) provide the professional football player with a copy of the contract, and also deliver it to the FFU/League for the purposes of registration, and familiarize the professional football player with a copy of this Agreement via his signature;
- 6) refrain from manipulating the sports competition, i.e. doing any actions aimed at incorrect changes in its results by achieving the predefined effects thereof in order to obtain any undue advantage for themselves or for others, including by bribing the players, support sports personnel participating in the sports competition, officials, coercion or instigation thereof for such acts or conspiring with them as for the result of official sports competition (a fixed match) or as for providing any exclusive sports information thereby;
- 7) develop their internal documents subject to the requirements of this Agreement;
- 8) familiarize the professional football player with the internal (local) documents relating to his rights and obligations via his signature. For failure to do so, the Club shall be liable according to the Ukrainian legislation and FFU Disciplinary Rules, the related documents shall be ignored and the Club will be deprived of the right to invoke them in resolving the dispute.

1.2. The professional football player shall:

- 1) comply with the provisions of this Agreement;
- 2) sign a contract containing provisions on the mandatory application of the Agreement;

- 3) duly perform the duties imposed thereon by the contract, regulations and rules of the Club, brought to the notice of the professional football player and signed thereby in person;
- 4) refrain from manipulating the sports competition, i.e. doing any actions aimed at incorrect changes in its results by achieving the predefined effects thereof, including deviation from fair contest on the field, in order to obtain any undue advantage for himself or for any material benefit for others.

1.3. Terms of training activity

- 1) comply with the labour, health insurance and other guarantees established by the applicable Ukrainian legislation, FFU regulations.
- 2) safe working conditions to meet the requirements of the applicable Ukrainian legislation, this Agreement, the collective agreement and contract, shall be created for the professional football player.

1.4. Rights to image. Procedure for use of media, commercial, image and other related rights

- 1) within duration of this Agreement, the personal right of the professional football player, coach, other specialists and the rights arising at the time of his sports activities can be individual and/or collective and shall be treated as the Rights to image, including, but not limited to, the commercial use of the name, personal signature or its copy, autograph, photo, video, audio materials and images reproduced in any manner (including by reproduction on the printed products, industrial products, etc.);
- 2) the Parties to the Agreement agree that professional football players, coaches and other specialists have a direct and full right to dispose of all their own individual Rights to image, including establishment of any contractual relations in order to exercise the Right to image for the benefit of any third party (advertising, marketing etc.).
- 3) the Parties to the Agreement state and acknowledge that all the professional football players, coaches, being the members of the Association or Trade Union, have the right to transfer their rights to image and for commercial use thereof – for the benefit of the Association and/or Trade Union (along with using the respective rights by the Club). Thus, the Association and/or Trade Union has the right to dispose of these Rights to image for commercial use in its own name or through any other person;
- 4) the Parties to the Agreement state that the Rights to image of the Club team (collective photos, Club name, team name etc.) during the sports activities shall be treated as “collective” rights to image. The Club has the full right to dispose of such Rights to image, including any commercial or media use thereof and realization of any revenues from such use.

In particular, the club has the right to use the image/portrait of professional football players as a group for advertising, information and other similar activities during the term of this Agreement, free of charge. At least three professional football players shall make up a group;

- 5) the professional football player, a coach shall:
 - a) assist the Club in implementation of the media, commercial, image and other related rights, which belong to the Club now or in future;
 - b) facilitate performance of commitments to the Club's sponsors and partners;
 - c) use only clothing and sportswear of the Club's sponsor, as well as certain official civilian clothes;
 - d) participate in making (creating) photos, video, audio materials, initiated by the Association and/or the Trade Union and provide assistance for this purpose;
 - d) transfer to the Club, for the whole duration of the contract, the exclusive rights for use in promotional and commercial purposes in the territory of any and all the countries of the world, including the following information about the identity of the professional football player, coach, such as the name, personal signature or its copy, autograph, photo, video, audio materials and images reproduced in any manner (including by reproduction on the printed products, promotional products, for the purpose of advertising or public activities, publications, distribution, souvenirs and marketing etc.);
- 6) the professional football player shall be entitled to use his rights to image to the extent not inconsistent with the Club's agreements with the relevant sponsors, owners of trademarks etc., and the rights to the image shall be exercised in this case subject to written agreement with the Club.

1.5. Health care

The Club shall provide a professional football player with:

- 1) medical support, care and treatment that meet the requirements of the applicable Ukrainian legislation and FFU regulations;
- 2) gathering the necessary documentation in case of injury occurred during performance of employment duties by the professional football player (during match, training, in training camps, travel) and to provide assistance in this respect to the Trade Union and/or primary trade union organization of the Trade Union, Association.

The issues of medical support, care and treatment shall be governed by the FFU Medical regulations.

1.6. Insurance coverage

- 1) The Club shall provide the professional football player with health insurance, accident insurance and life insurance. Minimum conditions for these types of insurance are determined by the FFU Medical regulations or other regulations of the Parties to the Agreement. Amount of coverage for health insurance for the professional football player shall be at least UAH 50,000.00 or cover the expenses relating to provision of medical services for him by the health care facility, and if necessary – cover the charges of a surgery in the health care facility within Ukraine.

1.7. Providing legal protection for dispute resolution. Application of disciplinary penalties

1. Providing legal protection for dispute resolution

- a) any disputes concerning default on or improper execution of the contract between football clubs and professional football players, coaches shall be settled by the FFU Dispute Resolution Chamber. Disputes concerning default on or improper execution of the contract between football clubs and other specialists of the Club shall be settled by the FFU Control and Disciplinary Committee;
- b) the dispute shall be considered by the FFU Dispute Resolution Chamber and FFU Control and Disciplinary Committee after preliminary dispute consideration by the Club's management with the obligatory participation of the Trade Union/Association;
- c) any dispute arising from any employment agreement (contract) shall be settled by the FFU Dispute Resolution Chamber or FFU Control and Disciplinary Committee in accordance with the procedure prescribed by the Rules of the FFU Dispute Resolution Chamber and FFU Disciplinary Rules, as well as the Court of Arbitration for Sport (Switzerland, Lausanne) as a final instance. Should there be established the All-Ukrainian Court of Arbitration for Sport, the parties to the dispute must exhaust all the domestic remedies of dispute resolution before applying to the Court of Arbitration for Sport (Switzerland, Lausanne);
- d) the professional football players, coaches and other specialists shall exercise the right to represent their interests through participation of representatives of the Trade Union and Association in hearings/meetings - according to subparagraph 2) of clause 3.2, Section 3, of this Agreement (representation at the FFU Dispute Resolution Chamber, FFU Disciplinary Rules, FFU committees etc.). In the event of dispute consideration by the football club, the dispute shall be considered with the participation of representatives of the Trade Union/Association;

- e) The Trade Union and the Association may represent interests of professional football players, coaches and other specialists without any power of attorney based on the fact of membership of the professional football player, coach or other specialist in the Trade Union/Association, using all the rights provided for in the FFU Regulations for the respective party/person in the case at the bodies and authorities of the FFU, UPL, PFL and Clubs.

2. Application of disciplinary penalties

- a) disciplinary penalties shall be applied to the professional football club, professional football player, coach and other specialists according to the procedure prescribed by the applicable Ukrainian legislation;
- b) penalties for violating the FFU regulations against the Football Club, professional football player, coach and other specialists shall be determined by the FFU Disciplinary rules.

SECTION 5.

Work and rest schedule. Leaves

5.1. Work and rest schedule

The Parties have agreed:

- 1) the standard working time shall be established by the norms of the applicable Ukrainian legislation;
- 2) the collective agreements of the FFU, UPL, PFL, professional football clubs, for certain categories of employees (women with a child under 14, disabled child, including the one in her pupilage, or cares for a sick family member according to medical opinion, single mothers, etc.), establish the working time less than standard (36 hours per week (part-time working day or week), with the amount of salary preserved;
- 3) the start and the end of work, work schedule by shifts, division of the working day into parts, use of summarized working hours shall be agreed with trade union committees, established in the Internal Code of labor conduct or collective agreement;
- 4) for employees (other than those who work under the contract), a five-day working week with two days off shall be established, and the start and the end of daily work, lunch breaks and days off shall be established by the Internal Code of labor conduct (Appendix No. 3). If necessary, as may be agreed with the trade union, the employers are entitled to set flextime working hours for any employee;
- 5) on the eve of holidays, weekends and non-working days, the working time shall be reduced by one hour, including the cases when the day before holiday is postponed on any other day of the week for the purpose of combining the days of rest, and also in respect of those employed based upon the part-time working schedule;
- 6) the overtime work may be used only in exceptional cases and in accordance with requirement of the labor legislation of Ukraine.
Overtime work may be used only in exceptional cases, in accordance with the applicable Ukrainian legislation, and shall be approved by the trade union committee. The overtime work shall be paid at the double hourly rates, as provided in Article 106 of the Labor Code of Ukraine. The employee may be at work under his personal consent after the end of the working day, use the days off and other times of rest for performance of work (achieving the results), unless restricted by the occupational safety and health requirements. Such work is not considered as overtime.

- 7) for professional football players, coaches and other specialists, and open-ended working day shall be established. The working hours include training, playing matches, as well as the time needed to prepare for training and matches with the team, medical examination, travels as a team member, periods of stay in training camps. During the working hours, the professional football players, coaches and other specialists shall be at disposal of their Club and perform their duties during the match and/or training in accordance with requirements of the contract with the Employer Club, including the following activities:

a) Training

The exact dates and time schedule of training and competitions shall be determined and duly notified to the Club's professional football players or coach.

Any training and competitions shall be held collectively as a team, except for the periods after illness, injury or for any other good reasons, which shall be notified to the professional football player in writing. The professional football players may not train apart from the team or in any other time, or with another Club's team, unless otherwise is reasonable (for sports or medical reasons).

b) Other duties

Other duties of professional football players include, but not limited to, for the benefit of the Club under the contract, public events (meetings), press conferences, entertainments and other contractual obligations (not related to sports training), which shall be duly notified to the professional football players by the Club well in advance.

5.2. Leaves

The Parties shall acknowledge that:

- 1) all the employees are given a paid annual leave of not less than 24 calendar days for the worked calendar year counted from the date of entering into the employment agreement.

The annual leave shall be paid under the applicable Ukrainian legislation.

For certain categories of employees (minors, the disabled, women with 2 or more children or a disabled child), the duration of the basic annual leave is determined in accordance with Article 6 of the Law of Ukraine "On Leaves". The record of service, which entitles to the basic annual leave, shall be accounted for in accordance with Article 9 of the Law of Ukraine "On Leaves".

For certain categories (women with children under the age of 14 or a disabled child, single mothers), the annual leave shall be provided mostly in the summer period from May to September.

The full-length annual leaves in the first year of employment shall be granted to employees after six months of continuous operation. Should the said leaves be granted before the end of six months of continuous work, their duration shall be determined in proportion to the time worked. Annual leaves for the second and subsequent years may be granted to the employees any time in the respective working year.

The annual leave may be divided into parts of any duration upon the employee's request, provided that the main continuous part thereof is not less than 14 calendar days. The unused portion of the annual leave shall be granted to the employee, usually before the end of the working year, but not later than 12 months after the end of the working year, for which the leave is granted.

Failure of granting the full-length annual leaves within two consecutive years is forbidden.

Holidays and non-working days shall not be included into the annual leaves. In exceptional cases, for the benefit of the labor collective to create better conditions for rest, the employer, in consultation with the head of the primary trade union organization, can postpone a day of rest to some other day, for it to be combined with the nearest holiday.

Annual paid leave to professional football players, coaches and other specialists dealing with training and participation of professional football players in sports events, shall be granted in the time free from football matches, which is to be specified in the employment agreement (contract);

- 2) additional leaves of up to 4 and 7 calendar days shall be granted according to the List of positions and occupations defined by the collective agreement, with its approximate list given in Appendix 4 to this Agreement. Duration of additional annual leave to employees shall be established in the collective agreement;
- 3) annual additional leaves for work in hazardous and harsh working conditions and for the special nature of work shall be provided based upon the Lists of production units, workshops, occupations and positions, the employment whereat entitles to annual additional leaves for work in hazardous and harsh working conditions and for a special nature of work approved by the Order of the Cabinet of Ministers of Ukraine of 17.11.1997 No. 1290 (as amended);
The exact duration of annual additional leaves shall be established in the collective or employment contracts: for work in hazardous and harsh working conditions - depending on the results of job evaluation and time of employment of the employee under these conditions (Article 7 of the Law of Ukraine "On Leaves"), and the leaves for the special nature of work - depending on the time of employment of the employee under these circumstances (Article 8 of the Law);
- 4) the order of granting leaves shall be determined by schedules approved by the employer in consultation with the elected body of primary trade union organization (trade union representative) or other representative body authorized by the labor collective, by March, 1 of each year and communicated to all the employees.

The interests of the employer, organization, employees and football match calendar for the respective football season shall be considered when scheduling and agreed with the trade union committee;

- 5) the main, additional and social leaves of longer duration can be set in the collective agreement as compared to legislation, at the employer's own expense;
- 6) it is forbidden to refuse from granting an annual leave and replacing it, subject to a voluntary consent of the employee, by the material compensation or otherwise, except for payment of financial compensation provided for in Article 24 of the Law of Ukraine "On leaves";
- 7) in addition to the leaves provided by the law, the employer shall be entitled, within his authority, to provide the employees (upon request thereof, with confirmation by the relevant documents) with additional paid leaves (excluding the travel time) in the following cases:
 - employees who are directly involved in work on a personal computer during the working hours – 4 calendar days;
 - drivers, open-ended working day – 4 calendar days;
 - in case of marriage – 3 calendar days;
 - in case of child birth – 1 calendar day (within one month as of the birth);
 - parents whose children go to school from 1st to 5th class – 1 calendar day (at the beginning of the school year);
 - parents whose children are graduating (9, 11 (12) or other classes) – 1 calendar day on the "Farewell Bell" holiday or other day convenient for an employee;
 - for celebration of anniversaries: for men – 50, 60, 65 years old; for women - 50, 55, 60 years old – 1 calendar day;
 - for celebration of the Silver and Golden wedding anniversary – 1 calendar day;
 - in case of death of relatives (parents, children, wife, husband, full brother, sister) – 3 calendar days.

When entering into the collective agreement, the employer shall be entitled to provide for an increased additional paid leave for certain categories of employees at their own expense.

The employer must provide an optional leave to the employee, without pay, for a wedding, funeral, care of relatives by blood, etc., in accordance with Article 25 of the Law of Ukraine "On leaves".

SECTION 6.

Remuneration

6.1. The Parties have agreed:

- 1) the salary fund in the FFU, UPL, PFL, professional football clubs shall be determined by the owner or a body authorized thereby, in consultation with the Trade Union, on the terms established by the applicable Ukrainian legislation, the collective agreement.
If financially possible, the FFU, UPL, PFL, professional football clubs, the salary fund shall be reviewed to increase the salary;
- 2) the forms and systems of remuneration, labor standards, pay scales, official salary structures, the list, amounts and terms of implementation and payment of premiums, additional payments, bonuses, rewards and other incentive, compensation and guarantee payments shall be established in the collective agreement, with which the employees are familiarized via signature, subject to the rules and guarantees prescribed by the applicable legislation, General Agreement and this Agreement; remuneration/payments, additional payments (individual bonuses, additional payments, premiums) shall be established in writing and signed by the head or authorized person of the employer and by the employee;
- 3) the amount of monthly salaries and pay scales for employees for the completely performed monthly worktime standard (scope of work) shall be established in the collective agreements of the FFU, UPL, PFL, professional football clubs based on their financial capabilities;
- 4) the salary for chief executives and employees shall be paid depending on the complexity of work, qualification, based on the financial capabilities of the FFU, UPL, PFL, professional football clubs and according to the law;
- 5) establish the list and amounts of bonuses and premiums according to the Appendix 2 to the Agreement (if financially possible);
- 6) the FFU, UPL, PFL, professional football clubs shall pay the salaries within the terms established by the applicable Ukrainian legislation and the collective agreement.
Late or incomplete payment of salaries shall be treated as a gross violation of the remuneration laws and this Agreement.
For violation of terms of salary payment, the chief executives shall be brought to disciplinary, administrative, criminal liability under the law;
- 7) upon dismissal, all the amounts owed to him by the employer (FFU, UPL, PFL, professional football clubs) shall be paid to the employee on the date of dismissal. If an employee did not work on the day of dismissal, then the said amounts shall be paid no later than the day after filing a dismissed employee claim for payment. The owner or a body authorized thereby must notify the employee of the accrued amounts payable to an employee upon dismissal prior to payment of these amounts.

In case of any dispute on the amounts payable to the employee upon dismissal, the owner or a body authorized thereby shall in any event pay the unquestioned amount within the time period specified herein;

- 8) establish that in case of wage arrears by the employer, over one month period, the Parties to the Agreement, chief executives and trade union organizations shall take effective measures to eliminate it, provide personalized accounting of the overdue amounts, approve the repayment schedules agreed with the trade union committees and the Trade Union/Association;
- 9) in a mandatory manner, specify in the collective agreements a compensation mechanism in case of delay in payments or partial payment of salary as a contractual provision, the terms and procedure of payment thereof; ensure charging of compensation for delay in salary payments and timely payment of such compensation to employees;
- 10) inform the public about the activities and results as for joint resolution, with the participation of the Trade Union/Association, of the matters of repayment of salaries payable to employees and those relating to disqualification of the football clubs' teams from competitions, which is published/informed on the official websites and pages in social media of the Trade Union/Association and mass media.

6.2. Football Federation of Ukraine, Association of Professional Football Clubs of Ukraine “Premier League” Association of Football Clubs “Professional Football League of Ukraine” shall:

- 1) pay salaries to employees in accordance with applicable tax legislation, and also requirements of the public social insurance system, after deducting all the taxes, compulsory payments and amounts of contributions to the national social insurance with liability to pay these obligations under the applicable legislation;
- 2) in case of delayed payment of salaries to employees of the FFU, UPL, PFL, professional football clubs, including professional football players, coaches and other specialists (listed in Appendix No.1 of this Agreement), FFU, UPL, PFL, professional football clubs shall provide, upon the Trade Union's request, the information on availability of funds on the accounts for taking a decision on dispute resolution in accordance with Article 45 of the Law of Ukraine “On Trade Unions, their Rights and Guarantees of their Activity of their Activity”, and upon the employee's request – the information on the salaries accrued and unpaid to in accordance with Article 31 of the Law of Ukraine “On Remuneration of Labour”;
- 3) in case of disability of the employees of FFU, UPL, PFL, professional football clubs (including professional football players, coaches and other specialists (as defined in Appendix No. 1 of this Agreement), all the payments shall be made in accordance with the applicable Ukrainian legislation. Other special conditions for professional football players shall be established for football clubs according to FFU regulations;

- 4) payment of salaries to the employees during the paid leaves shall be made based upon the average salary calculated in accordance with the applicable Ukrainian legislation;
- 5) if financially possible, the FFU, UPL, PFL, professional football clubs may additionally grant the appropriate material assistance (for rehabilitation, funeral, for the child birth etc.).

6.3. The All-Ukrainian Professional Union “Football of Ukraine” and the All-Ukrainian Association of Professional Football Players shall:

- 1) carry out public control over compliance by employers with this Agreement and the legislation on remuneration of labour, including the execution of contractual guarantees on remuneration and timely payment of salaries, as well as legitimacy and completeness of taxes and duties deducted from salaries. Interact with the executive authorities, state inspection agencies in resolution of the issues regarding the right to timely and full remuneration;
- 2) provide consultations and legal assistance to the employees of the FFU, UPL, PFL, professional football clubs (who are the members of the Trade Union or Association) in protection of their rights relating to remuneration, represent their interests at the labor disputes commissions, and professional football players, coaches, and other specialists – at the FFU Dispute Resolution Chamber, football judicial bodies or otherwise as prescribed by the law;
- 3) inform the Parties to this Agreement of any violations of the applicable Ukrainian legislation by individual employers for taking appropriate measures;
- 4) require establishment of salaries for employees of the FFU, UPL, PFL and professional football clubs not less than the legally established minimum wage for the relevant year/month;
- 5) conduct continuous monitoring and regularly, but not less than every six months, exchange information (consider with the participation of the Parties at the respective levels) on compliance with the provisions of the Agreement relating to salaries and measures taken to eliminate the detected violations.

SECTION 7.

Occupational Safety and Health

7.1. Football Federation of Ukraine, Association of Professional Football Clubs of Ukraine “Premier League”, Association of Football Clubs “Professional Football League of Ukraine”,

when considering the issues of occupational safety, work and rest conditions as priority areas of cooperation in terms of ensuring decent work, **shall:**

- 1) develop, approve and ensure implementation of the Program for improvement of the condition, safety, occupational hygiene and work environment for years 2017-2022 in the collective agreements;
- 2) meet the requirements of applicable occupational safety legislation and the terms of collective agreements;
- 3) develop and implement the occupational safety management system, and for this purpose to:
 - take measures relating to implementation of legislative requirements as for staffing the Clubs with occupational safety specialists, their training and professional improvement;
 - ensure the establishment and operation of the occupational safety funds of the FFU, UPL, PFL and professional football clubs to implement the measures of the Sectoral Program for improvement of the condition, safety, occupational hygiene and work environment for years 2017-2022;
 - provide the employees, professional football players, coaches and other specialists (determined in par. 2 of clause 4.1, Section 4, of this Agreement) with individual protective means, primarily with clothing, cleaning and decontaminating agents (Appendixes 5 and 6 to this Agreement);
- 4) facilitate providing the employees with the rules, standards, norms, provisions, instructions and other regulations relating to occupational safety;
- 5) ensure adoption and implementation of the Program for staff training on occupational safety for years 2017-20 22 aimed at improvement of occupational safety and prevention of accidents and occupational diseases;
- 6) contribute to organization of required occupational safety training for employees and representatives of the Trade Union at the Clubs;
- 7) ensure occupational safety financing for not less than the statutory minimum level of expenses for occupational safety and costs determined by the collective agreement;
- 8) facilitate organization of execution of the documentation required for establishment of the fact of an accident, with an injury to the professional football player while performing his job duties (match, training, training camps, travel);

- 9) in case of an injury to the professional football player while performing his job duties (match, training, training camps, travel), participate in execution of the relevant documents, for the fact of an accident to be documented for consideration at the meeting of the commission for accident investigation;
- 10) take measures by monitoring the fact whether the professional football players are subject to regular medical check-up and systematically have such check-ups during the term of the employment agreement (contract).

7.2. The All-Ukrainian Professional Union “Football of Ukraine” and the All-Ukrainian Association of Professional Football Players shall:

- 1) ensure implementation of effective public monitoring of compliance with legislative requirements relating to occupational safety by the employers, implementation of necessary preventive measures aimed at creating healthy and safe working conditions, proper working conditions, prevention of accidents, occupational diseases and other situations threatening the life or health of the employees by providing the employees with the necessary individual and collective protective means in accordance with the Laws of Ukraine “On Occupational Safety” and “On Trade Unions, their Rights and Guarantees of their Activity”;
- 2) claim timely and full compensation for damages, lump sum payments to the injured persons (subject to their written application) in accordance with the Law of Ukraine “On Compulsory State Social Insurance”, payment of insurance money according to requirements of the Law of Ukraine “On insurance”;
- 3) participate in joint inspections of the state of occupational safety and working conditions with the state supervision agencies;
- 4) monitor implementation of provisions of the Agreement, collective agreements and provide timely and relevant notifications to the state authorities and state supervision authorities for occupational safety and working conditions in case of systematic abuse by the employer of requirements specified in the Agreement and contracts;
- 5) provide free legal assistance (for the requesting employees – Trade Union members) to the members of the entities of the Trade Union Party in solution of all the matters of occupational safety and accident insurance;
- 6) facilitate (for the requesting employees – members of the Trade Union/Association), through the primary trade union committees, organizing execution of the documentation required in case of injury to a professional football player while performing his job duties (match, training, training camps, travel);
- 7) control (for the requesting employees – members of the Trade Union/Association), through the primary trade union committees, the establishment and work of commissions on compulsory state social insurance and commissions for investigation of accidents at the professional football clubs, UPL, PFL and FFU;

- 8) control (for the requesting employees – members of the Trade Union/Association), through representatives of primary trade union committees, registration/documentation of labour law relations at the Clubs with professional football players, coaches and other specialists by checking the employment information submitted by the Clubs;
- 9) control (for the requesting employees – members of the Trade Union/Association), through representatives of primary trade union committees, the accrual and payment of the unified social tax by employer, by means of reviewing the Club's statements and registration of the employee at the bodies of the State Fiscal Service of Ukraine;
- 10) ensure participation (for the requesting employees – members of the Trade Union/Association) of the representatives of primary trade union committees in work of the commission for investigation of accident causes and development of measures for their prevention;
- 11) take measures (for the requesting employees – members of the Trade Union/Association), through the primary trade union committees, to improve social protection, including medical and dispensary provision for the professional football players.

SECTION 8.

Social Protection of Employees

8.1. The Parties have agreed:

- 1 contractual regulation of social and economic relations based upon the principles of partnership is an objective necessity;
- 2) establish that financing the social and employment benefits, cultural and health-improvement activities, maintenance of social services and the procedure of using thereof shall be determined in the collective agreements;
- 3) recommend to include into the collective agreements, based on the financial capacity of the employer, additional social and labor benefits, as compared to legislation, including:
 - social benefits for families of the employees who died due to injuries or occupational diseases related to performance of their job duties, regardless of the types of ownership of the employer, according to the law;
 - reduce the cost of food in canteens, snack bars, health and recreation resorts, children's pre-school institutions, partial compensation or assistance in purchasing food;
 - providing additional benefits for housing and community services, allocation of fuel at reduced prices for heating the private houses, office space for housing of employees and their families or funding for housing rent; building materials for individual housing construction;
 - determine in the collective agreements the list of employees and organize for them full medical care, diagnostics, treatment, medication provision and, if necessary, pay for treatment (surgery);
 - providing the higher, as compared to legislation, amount of material assistance for funeral, child birth, to large families and low-income families, as well as severance pay upon dismissal of employees;
 - provision of material assistance in the amount not less than the average monthly salary at retirement for old age reasons or for disability and in respect of the annual leave for health-improvement;
 - material assistance to war and labor veterans in case of serious illness or death of a family member of the unemployed pensioner, and also for payment of funeral services in the event of death;
 - providing subsidized vouchers for treatment and other welfare benefits to war and labor veterans, former employees who retired;
 - funding and reducing the cost of treatment of employees;
 - encouraging the employees and football veterans in the event of holidays, anniversary dates;

- payment of one-time compensation for years of employment and other;
 - determine in the collective agreements the list of employees to be provided with all the kinds of life and health insurance at the employer's expense;
 - providing benefits and scholarships for training at sports institutions for the children from low-income families that are of interest for the future football of Ukraine;
 - holding the events for the employees on organization of celebrations (national, corporate holidays etc.) at the expense (account) of the employer;
 - reduce the cost of keeping children in preschool institutions;
 - compensate the employees for travel expenses by all the types of inter-city transport for business purposes, accommodation on hotels (hostels), meals and other expenses during the business trip;
- 4) provision of interest-free loans, in accordance with the Regulation adopted together with the Trade Union organization, in the following cases:
- to football players, coaches, other specialists and employees – for construction or purchase of housing, furniture, household appliances and other purposes;
 - long-term hospital treatment and in case of need in the complicated surgery for the employee or a child thereof;
 - acquisition of household appliances and in other cases of emergency;

Upon dismissal, the said loan shall be fully repaid.

- 5) determine, if a professional football player for any reason becomes disabled during the term of his contract, whether to make payments to the professional football player till the end of the period of incapacity or after the expiry of his contract, according to the following rules:
- a) in the case of occupational disease or injury of a professional football player occurred during matches, training, stay in training camps, business trips the Club continues to pay to the professional football player 100% of the monthly salary until vocational rehabilitation of a professional football or establishing him a disability status;
 - b) in case of temporary disability of a professional football player for other reasons, the of a professional football player receives compensation paid by the system of state social insurance in accordance with the norms of the applicable Ukrainian legislation;
- 6) in order to achieve the objectives of the Trade Union and the Association hereunder (including on assistance regarding insurance, legal assistance, etc.) and for strengthening of social security, stability and integrity of competitions, the employers shall:

- on the basis of the personal written application of the employee, withhold 1% of the employee's salary and transfer it to the account of the Trade Union;
- on the basis of the personal written application a professional football player, coach, withhold and transfer to the account of the Association:
- UAH 800.00 for the benefit of/on behalf of the professional football players and coaches of the UPL football clubs (or other amount established by the Board of the Association for the relevant calendar year);
- UAH 600.00 for the benefit of/on behalf of the professional football players and coaches of football clubs of the first league PFL (or other amount established by the Board of the Association for the relevant calendar year);
- UAH 200.00 for the benefit of/on behalf of the professional football players and coaches of football clubs of the second league PFL (or other amount established by the Board of the Association for the relevant calendar year).

Each year, by July 01, the Trade Union and the Association shall report on the use of the said funds towards implementation of this Agreement (including for social protection of employees, assistance with insurance issues, rendering the legal assistance, etc.).

SECTION 9.

Meeting the cultural requirements of the population

9.1. The Parties have agreed to:

- 1) promote the development of sports movement, in particular football in Ukraine, involve employees and their families to systematic training in various forms of physical culture and mass sports;
- 2) on the annual basis, hold the events aimed at implementation of the health-improvement campaign among the children, with additional sources of funding attracted. Ensure maximum cover by recreational activities for the children who need special social attention and support according to the Law of Ukraine “On Rehabilitation and Recreation of Children”. Provide organizational and methodological assistance in organization of the children's health-improvement;
- 3) provide financing for activities of youth sports schools and children's health-improvement using budgetary funds, funds of the State Social Insurance Fund for Temporary Disability and employers;
- 4) promote equal rights and opportunities for women and men, including fostering the representation of women in the management bodies of the Parties to the Agreement.

9.2. Football Federation of Ukraine, Association of Professional Football Clubs of Ukraine “Premier League”, Association of Football Clubs “Professional Football League of Ukraine” shall:

- 1) develop football in Ukraine in the spirit of mutual respect, mutual understanding and fair play, without discrimination based on political considerations, gender, religion and race, prevention of doping;
- 2) support development of mass, children's and student football;
- 3) make monthly payments and transfer the funds to the primary trade union organizations for cultural and mass, sports and health-improvement work in the amounts stipulated by the collective agreement, but not less than 0.3 percent of the salaries fund, with these amounts referred to gross expenditures;
- 4) pay membership fees to the trade unions via bank transfer in the amount of 1% of salaries to the professional football players, coaches, employees, other specialists of the Club, UPL, PFL, FFU through the accounting department to account of the Trade Union and primary trade union organizations on the basis of a written application of the Trade Union's member in accordance with the law of Ukraine “On Trade Unions, their Rights and Guarantees of their Activity” and provisions of the collective agreement;

- 5) make timely payments of membership fees via bank transfer in the amount specified in subparagraph 6) of clause 8.1. of the Agreement on behalf of professional football players to the account of the Association.

9.3. All-Ukrainian Professional Union “Football of Ukraine” and All Ukrainian Association of Professional Football Players shall:

- 1) participate in development and implementation of state physical culture and sports programs, especially football;
- 2) promote implementation of the state policy on formation of healthy lifestyle of the population. Each year, participate in physical culture and mass, sports events at all the levels (national, sectoral and regional sports and athletic meetings, sports competitions in kinds of sports (football), crosses, contests, etc.) among employees, their family members, pupils of youth sports schools;
- 3) subject to the financial capacity, hold among the professional football players with a “free agent” status the traditional national contests in memory of the football players and coaches, ensure participation of the professional football players - members of the Trade Union/Association in the “free agent” contest of FIFPro, and other sports events involving women's football teams, five-a-side teams;
- 4) subject to the financial capacity, take part in organization and holding of the annual award ceremony for the best football players and coaches of the all-Ukrainian football competitions entitled “Football Stars of Ukraine” and other nominations by the results of football championships, contests;
- 5) subject to the financial capacity, take part in the voting on the election in the categories “The Best Coach”, “The Best Football Player” and “Dream Team of eleven players of the year”, “The World FIFA and FIFPro Dream Team”;
- 6) subject to the financial capacity, ensure participation of the members of the Trade Union/Association in other events, including with the participation of representatives of the FFU and Leagues;
- 7) initiate submission of petitions and applications for the state and other awards in the field of the trade union work.

SECTION 10.

Gender issues

10.1. In accordance with requirements of Articles 17-18 of the Law of Ukraine “On Ensuring Equal Rights and Opportunities for Women and Men”, the Parties have agreed to:

- 1) create the working conditions that would allow women and men to carry out work on an equal basis;
- 2) provide an opportunity for women and men to combine employment with family responsibilities;
- 3) ensure equal remuneration for women and men with the same qualifications and working conditions;
- 4) ensure the right of women to be elected to the FFU Dispute Resolution Chamber, football judicial bodies, permanent committees, Executive Committee, FFU Presidium, and also the related structures of the UPL, PFL;
- 5) take measures to create safe and healthy working conditions.

SECTION 11.

Social dialogue

11.1. The Parties, recognizing the social dialogue as a universally recognized form of cooperation based upon equal partnership to address the issues related to social, economic and labor relations, and considering the need to ensure its further development and effectiveness, **have agreed to:**

- 1) implement the social dialogue by sharing information, consultations, negotiations, consensus meetings, working meetings, roundtables, resolving conflicts through mediation, reconciliation through negotiations and conciliation procedures (before the parties apply to the FFU Dispute Resolution Chamber and FFU Control and Disciplinary Committee), according to the applicable Ukrainian legislation and the regulations of the FFU and UPL, PFL;
- 2) consider the conclusions and recommendations adopted by the results of social dialogue as mandatory for consideration by the public authorities and organizations to which they are sent, followed by informing the social partners;
- 3) study, analyze and discuss at joint meetings of collegiate bodies, working groups, commissions the problems of regulating the production, social and economic and labor relations, take joint decisions and take measures for their implementation;
- 4) implement social dialogue in drafting the laws and other regulations in the area of social, economic, labour relations, as well as social protection, and achieve reconciliation of interests and positions of the Parties;
- 5) if necessary to have preliminary discussion and prompt decision on the matters of social, economic, labor relations and social protection, hold consultations that may be initiated by either Party. The consultations shall commence within five days after making a respective proposal. The procedure of consultations shall be determined in each case as may be agreed by the Parties. Duration of consultations shall be determined by agreement of the Parties, but shall not exceed 14 calendar days. After consultations, the final decisions shall be taken within the authority of each Party and its entities, taking into account the proposals of the participants in the consultations;
- 6) provide each other with information specified in this Agreement for mutual control over fulfillment of obligations undertaken thereby;
- 7) ensure representation in accordance with their authorities and defend the interests of employers and employees in the legislative and executive authorities, FFU, UPL, PFL and football judicial bodies of the FFU, FFU Dispute Resolution Chamber and Court of Arbitration for Sport (Lausanne, Switzerland);
- 8) provide organizational support and methodological assistance to participants of the social dialogue at the bottom levels on collective contractual regulation of social and labor relations, conclusion of the collective agreements and ensure implementation thereof;

- 9) organize joint training for chief executives and specialists of employers and trade union staff;
- 10) ensure involvement of representatives of trade union organizations in accordance with the procedure established by legislation and/or collective agreements in the work of management bodies of business entities and against their proposal – in development of and making amendments in:
 - the Charters of the FFU, UPL, PFL, professional football clubs as for the powers of trade unions to represent employees and protect their social and economic and labor rights;
 - internal documents of the FFU, UPL, PFL, professional football clubs (internal codes of labor conduct, staff development programs etc.);
- 11) provide coverage of the agreements reached during consultations and negotiations of the social partners in the mass media.

SECTION 12.

Guarantees of trade union party to the Agreement

12.1. Football Federation of Ukraine, Association of Professional Football Clubs of Ukraine “Premier League”, Association of Football Clubs “Professional Football League of Ukraine” guarantee:

- 1) recognition of the trade union party by the authorized representative of the interests of professional football players, coaches, other specialists and employees working in the field of football and approval thereby of the orders and other local regulations that are the subject of this Agreement;
- 2) ensuring implementation of the rights and guarantees of activities of trade union organizations established by the applicable Ukrainian legislation, preventing interference with the activity, restriction of the rights of the trade union party or precluding its activities;
- 3) ensuring appropriate conditions for activities of the trade union organizations (provision for trade union work, free of charge, of the facilities with the necessary equipment, communication, heating, lighting, cleaning; placing the information of the trade unions in the premises in the territory of employers in the places accessible to employees);
- 4) providing the trade union organizations with opportunities to place their own information in the premises and in the territory of employers;
- 5) free monthly transfers to the accounts of trade union bodies of membership fees withheld from the employees' salaries (subject to their written applications), not later than 3 days after payment of salaries;
- 6) prevent from arrears in contributions to trade unions;
- 7) provide the employees elected to the elected trade union bodies with the opportunities for exercising their powers, including for a period of trade union training – with the additional leave up to 6 calendar days with preservation of the average salary;
- 8) providing the employees elected to the elected trade union bodies with the opportunities for exercising their powers, including the time off work with preservation of the average salary for participation in the work of the elected bodies, consultations, negotiations, performing other public duties, for trade union training subject to the conditions stipulated in the collective agreement, but no less than two hours a week;
- 9) on the employer's account, making expenses related to leaving on a business trip in order to perform public duties on behalf of the labor collective;
- 10) provide the employees elected to the elected bodies of the trade union organization with the social benefits and rewards in the amount not less than provided for other employees of the relevant category;

- 11) providing the elected trade union employees, upon expiry or termination of their powers, with the previous job (position) or other equivalent job (position) under consent thereof;
- 12) refrain from pressure on employees because of their membership or election to the elected bodies of the trade union organizations or Association;
- 13) prevent from any dismissal at the initiative of the employer, disciplining, changing the conditions of the employment contract, remuneration of employees who are the members of the elected trade union bodies, their managers, trade union representative (having no elected trade union body) without the prior consent of the elected bodies, whose members they are, as well as the higher elected body of the trade union;
- 14) prevent from any dismissal, at the initiative of the employer, of any employees of the elected trade union bodies during a year following the expiration or termination of the term of elected powers, except as otherwise expressly provided by the law;
- 15) involvement of representatives of the trade union bodies in the management of the FFU, UPL, PFL, any professional football club, in drafting the charters, internal codes of labor conduct, any amendments to these documents and participation in consultations, meetings of working and governing bodies;
- 16) ensuring participation of employer's representatives in the activities of the trade union body relating to protection of labor, social and economic rights, at the invitation thereof, providing consultations and permanent contact with trade union organizations (bodies);
- 17) providing the representatives of the elected trade union bodies with:
 - relevant documents, information, explanations regarding working conditions, performance of the collective agreement, contracts, compliance with the labor legislation and social and economic rights of employees;
 - direct access to the documents to verify calculations of salaries, state social insurance, using the funds for social needs and housing;
- 18) providing direct visits by the members of the elected trade union bodies if the work places of the trade union members; inspection of work of trade and catering facilities, health care facilities, hostels, public service facilities belonging to the employer or served thereby;
- 19) within seven days review the requirements and petitions of the trade union organizations as for eliminating the violations of labor legislation and this Agreement, taking urgent measures to address them;
- 20) ensure participation of the Trade Union representatives in consultations, negotiations on the matters being the subject of this Agreement regarding protection of labor, social and economic interests of employees in the professional football area.

Section 13.

Control over execution of the Agreement

- 13.1. The Parties shall control execution of the Agreement through the authorized representatives of the Parties.
- 13.2. Implementation of the Agreement shall be reviewed once in a year at a joint meeting of the Parties to be convened on the initiative of either Party.
- 13.3. Before the meeting, each Party shall provide the relevant information on the status of implementation of certain provisions of this Agreement.
- 13.4. Decisions shall be taken by voting of each Party separately. The decision shall be adopted subject to more than half of the authorized representatives of each Party, who voted pro.
- 13.5. The decision of the joint meeting shall be drafted by the protocol signed by the Parties.
- 13.6. Between the joint meetings, the Parties shall perform operational monitoring of compliance with the provisions of the Agreement, by the results whereof either Party may address the other Party with the relevant information about any violations of the Agreement revealed thereby. The aforesaid submission shall be mandatory for consideration by the Party to which it is directed.

The Parties perform continuous monitoring and regularly, but not less than once every six months, exchange information (to be considered with the participation of the respective Parties at the appropriate levels) on the status of compliance with provisions of the Agreement regarding salaries and measures taken to eliminate the revealed violations.
- 13.7. The Party, which has received any information about violations of provisions of the Agreement, shall inform the other Party of the results of consideration within the 30-days' period.
- 13.8. If necessary, upon consideration of submissions on the revealed violations of provisions of the Agreement, the consultations or negotiations may be initiated. By the results of consultations or negotiations either Party may initiate convocation of the extraordinary joint meeting of the Parties for summing-up the performance of the Agreement. The meeting shall be held within 15 days of its initiation.
- 13.9. The agenda and materials for the extraordinary joint meeting shall be prepared by the Party initiating such a meeting.
- 13.10. In case of any disagreements in evaluating the implementation of provisions of the Agreement, adhere to the principles of the constructive social dialogue through consultations, information exchange etc., subject to the provisions of the conventions of the International Labor Organization and Ukrainian legislation.

13.11. For breach of or default on the provisions of the Agreement, failure to participate in the negotiations, failure to provide timely information required for collective negotiations and control, the Parties' representatives shall be liable in accordance with the Code of Ukraine on Administrative Offenses and the Law of Ukraine "On the Collective Agreements and Contracts".

SECTION 14.

Final provisions

14.1. In order to coordinate the activities related to the collective contractual regulation of social, economic, labour relations and improvement of the social dialogue, **the Parties have agreed:**

- 1) to publish the information on implementation of provisions of the Agreement in the mass media and on the official websites of the parties;
- 2) provide assistance to employers and trade union organizations in holding collective negotiations relating to conclusion of the collective agreements and bringing them into compliance with this Agreement;
- 3) within their authority, exercise control over implementation of this Agreement pursuant to Section 10 of the Agreement;
- 4) resolve any disputable issues and problems arising during execution of this Agreement through consultations and negotiations;
- 5) exchange documents and information on the issues being the subject of the Agreement required for execution of conditions of this Agreement;
- 6) place this Agreement on the official websites of the Parties;
- 7) all the Appendixes to this Agreement form an integral part thereof;
- 8) the provisions of this Agreement shall be construed by the Parties collectively, taking into account the applicable legislation, generally accepted principles applicable for football, and without regard to what Party has prepared a certain provision;
- 9) any amendments to the Agreement within its duration shall be made only by mutual consent of the Parties;
- 10) the Agreement has been compiled in Ukrainian and signed in five (5) counterparts kept by each entity of the Parties to the Agreement and have the same legal force;
- 11) this Agreement, together with its Appendixes, shall be a common agreement between the Parties, and all the agreements, negotiations and exchange of information, proposals and counter-proposals, oral and written (including any draft of this Agreement) between the Parties or on behalf thereof, united and substituted by this Agreement, shall become null and void, except as otherwise expressly provided in the Agreement;

**The Sectoral Agreement
between the Non-Governmental Union "Football Federation of Ukraine",
Association of Professional Football Clubs of Ukraine "Premier League"
Association of Football Clubs "Professional Football League of Ukraine"
and All-Ukrainian Professional Union "Football of Ukraine",
All-Ukrainian Association of Professional Football Players
in the field of professional football of Ukraine
for 2017-2022
has been signed by:**

General Secretary of the
NGU "Football Federation of Ukraine"

Yu. H. Zapisotskyi
26.09.2017

President of the Association of
Professional Football Clubs of Ukraine
"Premier League"

V.B. Heninson
26.09.2017

Head of the
All-Ukrainian Professional Union
"Football of Ukraine" and
President of the
NGO "All-Ukrainian Association of
Professional Football Players"

I.F. Hataullin
26.09.2017

President of the Association of Football
Clubs "Professional Football League of
Ukraine"

S.D. Makarov
26.09.2017

List of persons covered by the Agreement:

1. Employees who are employed (based upon the employment agreement or contract) by the FFU, UPL, PFL, professional football clubs.
2. Professional football players who are employed under the contract with a professional football club.
4. Coaches who are employed under a contract with a professional football club or FFU.
5. Professional football players and coaches, whose employment agreements (contracts) expired, but they are the members of the Association.
6. Other specialists of the professional football club – sporting director, team leader, team administrator, team doctor, team masseur, chief of the integrated research group, that are employed under a contract with a professional football club.
7. Football veterans – former professional football players, former coaches, honored workers of physical culture and sports in the field of football, former functionaries of the Trade Union and its trade union organizations.
8. Persons who are employed by the FFU, UPL, PFL, professional football clubs and are on the childcare leaves.
9. Persons carrying out their activity on the elected positions at the FFU, UPL, PFL, professional football clubs.
10. Persons carrying out their activity on a voluntary basis at the FFU, UPL, PFL, professional football clubs.

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**LIST AND AMOUNTS OF PREMIUMS
to tariff rates, wages and salaries
of the professional football employees**

Ser. No.	Description of premiums	Premium amount
1.	For combining of professions (positions overlapping)	Premium to a single employee is not limited by the maximum amount and established within the payroll savings under the tariff rate and a salary of the employee's position, which is combined
2.	For expanding the service areas or increased workload	Amount to a single employee is not limited and determined by any savings available under the tariff rates and salaries that could be paid subject to compliance with the regulatory number of employees
3	For performance of the duties of the temporarily absent employee	At least 25% of the tariff rate (wage, salary, salary) of the absent employee

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**INTERNAL CODE
of labor conduct**

1. General Provisions

- 1.1. The internal code of labor conduct has been developed in accordance with the standard rules, subject to the provisions of Article 43 of the Constitution of Ukraine, Labour laws of Ukraine, and are introduced for strengthening the labour discipline, efficient use of working time, increasing the performance of the employees.
- 1.2. All the issues related to application of the internal code of labor conduct, shall be decided by the employer's Administration within its rights and when prescribed by the applicable legislation and internal code of labor conduct— together or in coordination with the primary trade union organization according to its authority.

2. Procedure for hiring and dismissal of employees

- 2.1. Employees exercise their right to work by entering into the employment agreement or contract with the Administration.
- 2.2. Upon admission, the Administration shall require the employee to present his work record book, passport, diploma or other documents of education or professional qualifications.
- 2.3. A person may not be employed without presenting the aforesaid documents.
- 2.4. It is prohibited to require the persons, with whom an employment contract or agreement is concluded, to present the documents not required by the law.
- 2.5. Admission to work shall be executed by the order of the Administration, and the employee shall get himself familiarized with the order via his signature.
- 2.6. The order must indicate the job title in accordance with the staff schedule and conditions of remuneration.
- 2.7. When entering into the employment contract, a probation period may be agreed, to verify whether the employee is suitable for the position he is admitted to. The Employment Agreement on a contractual basis with employees (professional football players, coaches, doctors, masseurs) shall be entered with regard to requirements of the Law of Ukraine “On Physical Culture and Sports” and provisions of the regulations of the FFU.

- 2.8. The probation clause shall be specified in the employment order.
- 2.9. A probation period set upon admission – from one to three months.
- 2.10. If during the probation period, the employee is found to be unsuitable for the position held thereby during this period, the employment contract may be terminated.
- 2.11. Upon employment of the employee or his translation in due order to another position, the Administration shall:
 - get the employee familiarized with the job description, working conditions, explain his rights and duties;
 - get the employee familiarized with the Internal Code of labor conduct and collective agreement;
 - conduct training on safety, occupational sanitation, occupational hygiene, fire safety and other occupational safety regulations.
- 2.12. The employment contract may be terminated only on the grounds prescribed by the law. In addition, upon termination of the contract, due regard shall be given to the requirements of the Regulations of the Football Federation of Ukraine on the status and transfer of players.

3. Core duties of employees

The Employees shall:

- 3.1. Work honestly and in good faith, observe labor discipline, requirements of ethical behavior and principles of integrity, professionalism, adherence to principles, dignity and follow the Internal Code of labor conduct and use it effectively, timely and accurately execute orders of the Administration.
- 3.2. Avoid vulgar language, high tone during in communications. Unacceptable are any manifestations of arrogance, negligence against colleagues.
- 3.3. In performance of their official duties, adhere to the business style of communication, show fidelity to principles, patience and mutual respect.
- 3.4. Increase productivity, perform the set tasks timely and efficiently, strictly observe discipline.
- 3.5. Keep their workplace in order and clean, to comply fully with the requirements of labor protection, safety, occupational sanitation and hygiene, fire safety, as provided by the relevant rules and regulations.
- 3.6. Duties (work) performed by each employee according to his specialty, qualification or position, shall be determined by the employment agreement (contract) and job descriptions.

4. Core duties of the Administration

The Administration shall:

- 4.1. Organize the work of employees so that everyone could work according to his specialty and qualification, have a workplace assigned to him, in a timely manner before commencement of work acquainted with the set task and provided with work during the working day.
- 4.2. Improve working conditions, comply with the labor legislation.
- 4.3. Ensure safe and hygienic working conditions preventing from occurrence of diseases of the employees.
- 4.4. Constantly monitor the staff compliance with all the requirements and regulations for safety, occupational sanitation and hygiene, fire protection.
- 4.5. Pay salaries in due time as provided by this collective agreement.
- 4.6. Ensure conditions for participation of the employees in management, using the meetings of the labor collective to the fullest extent, timely consider any criticisms of the employees and inform them of the measures taken.
- 4.7. The Administration shall perform its duties, where appropriate, jointly or in coordination with the primary trade union organization.

5. Working time and its use

- 5.1. A five-day 40-hours working week shall be established for the employees. For those working under the contract, an open-ended working day may be established in accordance with the requirements of the labor laws.
- 5.2. As may be agreed with the employee, the performed duties may be interchangeable, with respect of those of the temporarily absent employee (without discharging from the primary work duties).
- 5.3. Under consent of the employee, the Administration shall be entitled to establish a personal working schedule subject to the 40-hours working week.
- 5.4. The beginning and end of work, a break for rest and meals of the employees shall be established by the provisions of the collective agreement.
- 5.5. On the eve of holidays and non-working days, as defined by Article 73 of the Labor Code of Ukraine, the duration of employees' work shall be reduced by one hour.
- 5.6. During working hours it is prohibited to distract the employees from their direct work, for them to execute any orders, not related to the professional activity, and also to convene meetings, sessions and consultations for any non-official matters.

During working hours the employees are prohibited from celebrating their private events and anniversaries.

- 5.7. The Administration shall determine a person responsible for recording of working time, including overtime, and tabulation of employees.

6. Procedure of notification by employees of their absence

- 6.1. The employees shall notify their supervisor (professional football players – head coach) of their absence from work in writing, by electronic means or telephone or otherwise, as available.
- 6.2. In case of failure to follow the requirements of paragraph 6.1 of the Regulations by the employee, an act of absence of the employee at the workplace shall be compiled.
- 6.3. In the event of the employee's failure to provide evidences for the good reasons of his absence within three working days of his absence at work (in case of absence due to temporary disability – within three working days after termination of temporary disability), such employee shall submit his written explanations to the chief as for the reasons of his absence.

7. Stay of employees on days off, holidays, non-working days and after working hours

- 7.1. In order to perform any urgent tasks, the employees may be involved in the work over the established working hours by order of the chief, which is reported to the trade union committee, including on days off, holidays and non-working days, and also at night, with the monetary compensation granted for work on these days (time) in the amount and manner determined by the labor legislation, or during a month of the respective days of rest based upon the relevant applications of employees.
The working time in excess of the established working hours and on days off, holidays and non-working days, at night, for each employee shall not exceed four hours for two consecutive days and 120 hours per year.
- 7.2. For timely and full support of the activities, performance of urgent tasks and orders, if necessary, the chief may appoint the duty staff after the end of working hours, on days off, holidays and non-working days.
The duty staff shall work after the end of the working day, on days off, holidays and non-working days according to the schedule worked out by the Administration and approved by the chief in consultation with the trade union committee.
- 7.3. In case of involving for duty after the end of the working day, on days off, holidays and non-working days of the employees who are not included into the schedule, the respective information shall be submitted by the official who decided to engage for duty, the next day after such a duty.
- 7.4. The duties of the employees on the said days (time) shall be compensated by providing monetary compensation in the amount and manner specified by the applicable labour laws of Ukraine, or by granting the respective days (time) of rest during a month based upon applications of employees.

- 7.5. It is prohibited to involve for work in excess of the established working hours and also on days off, holidays and non-working days, at night, the pregnant women and women with children up to three years old. Women with children aged 3 to 14 years old or a disabled child may be involved in overtime work only under their consent. The persons with disabilities may be involved in work overtime under their consent only and provided that this does not conflict with medical recommendations.

8. Incentives for success in work

- 8.1. The employees may be subject to the following incentives for success in work:
- acknowledgment;
 - payment of premium;
 - rewarding a valuable gift.

9. Liability for violation of labor discipline

- 9.1. Violation of the labor discipline, i.e. failure or improper performance, for reasons attributable to the employee, of the job duties imposed thereon, entails application of the measures required by the law, employment agreements (contracts), and regulatory standards of the FFU.
- 9.2. For violation of the labor discipline, an employee may be subject to only one of the following penalties:
- reprimand;
 - dismissal.

Dismissal, as a measure of disciplinary action, may be applied for absenteeism, systematic failure of an employee, without good reasons, of the duties imposed thereon by the employment contract or internal code of labor conduct. Absenteeism shall mean absence from work for more than three hours during the working day without good reasons.

- 9.3. Disciplinary penalties are applicable by the management of the Administration.
- 9.4. Before any disciplinary penalty for violation of the labor discipline is applied, the chief shall demand the violator of the labor discipline to give written explanations.

The employee's refusal from explanations shall not be deemed an obstacle to application of disciplinary measures. The disciplinary penalty shall be applied by the Administration directly for committing the violation, but no later than one month after its identification, not including the period of illness or the employee on leave. A disciplinary penalty may not be applied six months after committing the violation.

- 9.5. Only one disciplinary penalty may be applied for each violation of the labor discipline.
- 9.6. An order on the application of disciplinary measures indicating the reasons for its application shall be communicated to the employee subject to imposition under his signature.
- 9.7. Unless within one year from the date of imposition of a disciplinary penalty the employee is subject to a new disciplinary measure, then he shall be deemed as having no disciplinary penalty.
 If an employee has not commit a new violation of the labor discipline and also proved to be a conscientious employee, the penalty may be withdrawn before expiration of one year period.
 The employee shall not be subject to any incentives during the term of the disciplinary penalty.

10. Final Provisions

- 10.1. Failure to comply with these Rules shall be a ground for bringing the employee to responsibility in accordance with the procedure stipulated by the applicable Ukrainian legislation.
- 10.2. Any issues relating to application of these Rules shall be settled by the chief, and in the cases stipulated by the applicable Ukrainian legislation – in conjunction or with the consent of the trade union committee.

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S.D. Makarov

**LIST
of positions and occupations with open-ended working day**

Ser. No.	Description of occupations and positions	Basic leave, days	Additional leave, days
1.	President, vice president, general director, director of the football club, football club chairman	24	7
2.	Assistant to the President	24	7
3	Head coach of the team, senior coach, coach, coordinator of the simulator complex, professional athlete – footballer (football player), team leader, team administrator, sports doctor, sports masseur, professional football player, team videographer	24	7
4.	Head (director, chief, head) of department (service, complex, base, sports facilities (stadium), production, training base, medical rehabilitation center (youth sports school, methodological group) and their deputies	24	7
5.	Administrative manager	24	6
6.	Head, Deputy Head, Head of the football management sector	24	6
7.	Chief Accountant, Deputy Chief Accountant, Senior Accountant, Accountant,	24	6
8.	Chief, Principal Economist, Economist, Financial Economist	24	6
9.	Senior Legal Adviser, Legal Adviser	24	6
10.	Head, Senior Inspector, HR officer	24	6
11.	Referent, translator, assistant referent, secretary, operator	24	6
12.	Custodian, supply agent, chief storekeeper, storekeeper	24	6
13.	Announcer	24	6
14.	Instructor	24	6
15.	Chief editor, deputy chief editor, editor, reporter	24	6
16.	Photographer	24	6
17.	Software Engineer, video tape operator	24	6

18.	Chief, Senior Engineer, Engineer	24	6
19.	Chief Power Engineer, Power Engineer, electrician	24	6
20.	Automotive service technician, mechanic, dispatcher	24	6
21.	Radio operator, small-scale mechanization engineer, mechanic, checker, plumber, electric and gas welder	24	6
22.	Graphic-designer, artist, restorer	24	4
23.	Vehicle driver, transport forwarder	24	4
24.	Yard-keeper, landscaping worker, duty operator, bath-house servicer, presser	24	4
25.	Chief cook, cook, waiter, confectioner	24	4
26.	Utility worker	24	4

Note: Journalists using their leave based upon Article 13 of the Law of Ukraine “On State Support of Mass Media and Social Protection of Journalists” shall not be granted any additional annual leaves for non-standard nature of work.

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**LIST
of occupations and positions of employees, whom the clothing, footwear and
other individual protective means (per person) are given free of charge**

Ser. No.	Description of occupations, positions	Description of clothing, footwear and protective means	Useful life (months)
1.	Football player	winter jacket summer jacket sports suit sports cap nylon jacket boots training shoes sneakers T-shirt short pants with trunks 4-coloured kit elastic suit pants shin pads neck warmer	12 12 12 12 12 6 12 3 3 3 6 12 12 12 6
2.	Head Coach, team leader, coach, team administrator, doctor, sports masseur, head of methodological group, educator, video tape operator	winter jacket summer jacket sports suit sports cap elastic suit training shoes	12 12 12 12 12 12
3	driver	cotton suit, shop coat, combined gloves	12 12 2
4.	Forwarder	cotton suit combined gloves	12 2
5.	Automotive service technician	cotton suit rubberized apron combined gloves	12 6 2
6.	Mechanic	cotton suit or coat rubber boots winter extra: cotton jacket with thickened backing	12 12 36
7.	Plumber, fitter	cotton overalls	12

		combined gloves	2
		shoes with hard toe cap	12
8.	Electric and gas welder	sail-cloth suit	12
9.	Electrician	cotton overalls	12
		combined gloves	1
		leather shoes	12
10.	Office space cleaner, production floor cleaner, nurse	cotton suit or coat	12
		rubber gloves	1
11.	Yard-keeper, landscaping worker	cotton suit or coat	12
		rubber boots	
		combined gloves	12
		winter extra:	1
		cotton jacket with thickened backing	36
12.	Duty operator	cotton suit or coat	12
13.	Carpenter, facer - tiler	cotton suit	12
		combined gloves	1
14.	Brick mason	cotton suit	12
		rubber boots	12
		leather shoes	12
		sail-cloth gloves	2
15.	Cook	cotton suit	12
		cotton cap	12
16.	Bath-house servicer	cotton suit	12
		rubber boots	12
17.	Presser	cotton suit	12
18.	Chief storekeeper, storekeeper, supply forwarder, custodian	cotton coat	12
19.	Utility worker	cotton suit or coat	12
		combined gloves	12

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S.D. Makarov

**LIST
of occupations and positions of employees, whom the
cleaning and decontaminating agents are given free of charge**

1. Football players, coaches and other specialists
2. Vehicle driver
3. Automotive service technician
4. Mechanic, small-scale mechanization engineer
5. Plumber
6. Cleaner
7. Nurse
8. Maid
9. Yard-keeper
10. Landscaping worker
11. Cook
12. Waiter
13. Bath-house servicer
14. Brick mason
15. Facer - tiler
16. Utility worker

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**Standard form of the contract
between a Professional Football Club and a Professional Football Player**

Standard form of the Contract between a Professional Football Club and a Professional Football Player, (approved by the Executive Committee of the FFU on July 3, 2014, according to Minimum requirements to the Standard Contract of a Professional Football Player, as determined by the Agreement between UEFA, EPFL, ECA and FIFPro Division Europe)

Registered in _____ “ _____ ”
_____ “ ____ ”, 20____

CONTRACT No.____
_____ **between “Football Club “ _____ ”**
and a Professional Football Player

City _____ “ ____ ”, 20____

_____ represented by
(full official name of the Club, its address and registration number in the USR)

_____ acting based upon the Club’s
(Full Name of the club’s authorized official)

Charter and authorized to sign this Contract (according to information of the USR),
hereinafter referred to as the **Club**, of the one part, and

the citizen _____,
(nationality, surname, name, patronymic)

(date of birth, full address of residence)

(surname, name, patronymic – of the Father/Mother/Guardian - for a minor
football player)

acting on his behalf, hereinafter referred to as the **Professional football player** ,
of the other part, hereinafter together referred to as the **Parties** , according to the
applicable Ukrainian legislation, have entered into this Contract as follows:

1. Subject of Contract

1.1. _____,
(Full Name)

is employed as a **Professional football player** of the **Club’s** football team.

1.2. This Contract is a fixed-term Employment Agreement entered into according to the labor legislation of Ukraine, as well as the relevant documents of the International Federation of Football Associations (hereinafter – FIFA), the Union of European Football Associations (hereinafter – UEFA), Football Federation of Ukraine (hereinafter – FFU), the respective Leagues, Associations or organizations holding competitions, the International Federation of Professional Footballers “FIFPro Division Europe” (hereinafter – FIFPro).

Note: When entering into the Contract with a minor, the Club shall comply and meet the requirements of the labor legislation of Ukraine, which regulates the employment of minors, as well as the International Labor Organization Convention on employment of minors.

1.3. Upon entering into the Contract, the employment relations, mutual rights and obligations shall arise between the **Parties**, that is between the **Professional football player** and the **Club**, including determination of the requirements as for organization of preparation, training and participation in the competitions of the **Professional football player**, the term of relationships between the **Parties** within the Contract and other issues.

1.4. **The Parties** acknowledge that no other supplement Contracts (labor and civil contracts) regulating the employment relations between them may be entered into and acknowledge that the respective supplement Contracts (Agreements) are invalid (null and void). The provisions of this paragraph shall not apply to any supplement agreements to this Contract being an integral part thereof and those Agreements and Contracts, which do not regulate the working career of the **Professional football player** directly.

2. General provisions of the Contract

2.1. This Contract is an Employment Agreement, the purpose of which is to exercise the granted rights by the **Parties** and properly fulfill the obligations undertaken thereby.

The employment relations and mutual obligations of **the Parties** shall be governed by this Contract, applicable labor legislation of Ukraine, Regulations of the FFU and the respective League/Association or organization that holds competitions. The employment relations of the **Parties** shall be also regulated by the constitutive and other regulatory documents of the **Club**, provided that the **Professional football player** has familiarized himself with them in writing.

2.2. The **Club** is a primary place of employment (training, participation in competitions and a school of professional skill improvement) of the **Professional football player**, who shall not be entitled, until expiry of the Contract, to enter into any employment relations or negotiations with the said intents with any other football clubs without the formal written consent of the **Club**, except as otherwise provided by the Regulations of the FFU and professional League (the right to freely enter into a Contract within six months before expiry of this Contract etc.).

2.3. In performance of his professional duties, the *Professional football player* shall obey to the *Club's* management and coaches, execute their orders, recognize statutory documents and other regulations of the *Club*, applicable Ukrainian legislation, Charters and Regulations of the FFU respective League/Association or organization that holds competitions, FIFA and UEFA.

2.4. The *Professional football player* may use his image rights personally (unless contrary to the agreements with sponsors/partners of the club), and the *Club* may use the image rights of the Professional football player as a football player of the team.

2.5. The *Professional football player* gives his consent to the *Club* for using information about his personal data for internal accounting, as well as for delivery to the respective League/Association or organization that holds competitions, such as his name, surname, patronymic, date of birth, height, weight, the term of the Contract, the type and quantity of applied disciplinary penalties.

2.6. The *Parties* confirm that everybody is equal before the law and has a right to equal protection of rights and interests without any discrimination.

2.7. The *Club* and the *Professional football player* shall comply with conditions of the collective agreement and Sectoral Agreement in the field of professional football.

2.8. Any contractual terms, which deteriorate the condition of the *Professional football player*, as compared to those of the Standard form of the Contract between a professional football club and a *Professional football player* (approved by the Executive Committee of the FFU, according to the minimum requirements for a Standard Contract of the *Professional football player* as determined by the Agreement between UEFA, EPFL, ECA and the FIFPro Division Europe) shall be invalid. The invalidity of a separate part of this Contract does not invalidate the other parts thereof or the Contract as a whole.

2.9. Where a separate part of the Contract is invalid, then the respective provisions of the standard Contract shall be enforceable.

3. Rights and obligations of the Parties

3.1. For the period of duration of the Contract, the *Professional football player* shall:

3.1.1. improve his sports skills, know and follow the rules of the game of football, provisions of regulations of FIFA, UEFA, FFU, respective League/Association or organization that holds competitions relating to the status, rights and obligations of the *Professional football player*;

3.1.2. meet the requirements of the Charter and the collective agreement of the *Club* and other regulations of the *Club*, the applicable Ukrainian legislation, the provisions of the Regulations of the respective League/Association or organization that holds competitions and those of the FFU, and responsibilities of the *Professional football player* imposed thereon under this Contract and those in the internal code of labor conduct *of the Club*;

3.1.3. contribute to the growth of achievements and prestige *of the Club*, in good faith and in a timely manner, at a high professional level, perform his employment duties, participate in games (matches) of the *Club's* football teams and in all the activities related to the training process (whether provided according to the standard procedure or prescribed individually), refrain from any actions that prevent other players from performing their professional duties, adhere to the established regime of training, competitions and meetings;

3.1.4. in case of illness or injury apply to the Medical Service of the *Club*, carefully follow the instructions of the service professionals;

3.1.5. refrain from self-medication and use any medicines only with the permission of the *Club's* doctor;

3.1.6. use the *Club's* sports outfit, be careful to the provided sports equipment and other property *of the Club*;

3.1.7. participate in social activities (sports, commercial etc.) and advertising campaigns conducted with the participation of the *Club* based upon the decision of the *Club's* management, provide comprehensive assistance to preserve and enhance the prestige of the *Club* and the team, avoid any actions that harm their reputation;

3.1.8. refrain from participation in the promotional events (demonstrations of any form of clothing, goods, wares, photographing, films, video shooting etc.), unless authorized by the *Club's* management;

3.1.9. when being interviewed, avoid any negative assessments for the procedures established by the *Club*, management, coaches and football players of the *Club's* football teams, referees of matches, officials of the FFU, respective League/Association or organization that holds competitions, FIFA and UEFA;

3.1.10. not disclose proprietary and commercial classified information, as well as any details related to the professional duties performed by the *Professional football player*, including:

- a) information represented in the Contract and its Appendixes;
- b) information on the gaming and training process of the *Club*;
- c) information about the *Club's* outlook and recruitment of football players;
- d) on the details of the documents relating to receiving the salary, premiums, compensations and other remuneration of the *Professional football player*;
- d) the details of the decisions made by the governing bodies of the *Club*;

3.1.11. meet the requirements of the anti-discrimination policy of any Association, League, Association of Professional Football Players and/or the *Club*;

3.1.12. refrain from participating in other football competitions, other activities or potentially dangerous activities, unless approved by the *Club*, which is not covered by the Life Insurance Contract, Health Insurance Contract and Accident Insurance Contract entered by the *Club* with the insurance company;

3.1.13. use no psychotropic and narcotic drugs without special medical prescription and permission of the coach and doctor of the *Club's* football team;

3.1.14. use no prohibited means, medicines or methods (doping) in order to improve his mental and physical performance in an unnatural manner;

3.1.15. avoid violation of any rules of morality at work and rest, drink no alcohol and use no tobacco;

3.1.16. it is forbidden to bet or accept any bets of whatever kind in respect of football, directly or indirectly through others, even those who have the right to bet or accept the bets;

3.1.17. duly provide the *Club* with the documents required for registration of employment for participation in competitions and record keeping in *the Club*;

3.1.18. lead a healthy lifestyle and maintain a high level of fitness;

3.1.19. comply with the internal rules of *the Club* (including, where appropriate, the Disciplinary Rules of the club, which shall be properly given to the football player for review, with a copy served (via his signature));

3.1.20. make no statements, which might damage the reputation of the *Club* (for instance, in the mass media, on the websites, social media and other public information sources);

3.1.21. refrain from any actions that prevent the other football players of the *Club* to perform their professional duties;

3.1.22. undergo regular medical examinations (including dental in all the cases), medical checkups, as well as treatment by the skilled professionals during execution of his professional football duties and thereafter, in case of failure to achieve vocational rehabilitation by the *Professional football player* during the term of this Contract;

3.1.23. comply with anti-doping preventive measures of the *Club*;

additional duties: _____

3.2. Professional football player – shall be entitled to:

3.2.1. express his personal opinion to the *Club's* management as for improvement of the training process;

3.2.2. have the opinion of any other independent medical specialist, if the *Professional football player* does not accept (doubts) the opinion of the club's medical specialist. In case of any discrepancies in the opinions of medical specialists, the *Professional football player* and the *Club* agree to accept the opinion of an independent third party, which is recognized as decisive thereby and binding upon them to determine further treatment of the *Professional football player*;

3.2.3. sell and acquire other rights under this Contract, applicable Ukrainian legislation, statutory and regulatory documents of the FFU, respective League/Association or organization that holds competitions, statutory and regulatory documents of the *Club*;

3.2.4. life insurance and health insurance, getting of appropriate services and payment of the cost of services under Insurance contract concluded between the *Club* and the insurance company;

3.2.5. insurance in case of temporary disability and related benefits according to requirements of the Ukrainian legislation;

3.2.6. for receipt on his personal account the contributions to the Pension Fund of Ukraine and the Social Insurance Fund of Ukraine, according to the applicable Ukrainian legislation.

3.2.7. be protected/represented according to requirements of the Ukrainian legislation, regulatory and statutory regulations of the FFU, UEFA and FIFA, including by the representative of the trade union and/or association that protects the rights and interests of football players and that is a member of the FIFPro.

3.3. Within duration of the Contract the **Club shall:**

3.3.1. provide the **Professional football players** with an opportunity to realize his professional qualities in accordance with the terms of this Contract and thus contribute to obtaining compulsory secondary education, as well as special secondary and higher education;

3.3.2. to fight against racism and other forms of discrimination in football;

3.3.3. comply with the Ukrainian labour legislation and occupational safety regulations, comply with the terms of remuneration of the **Professional football player** in accordance with this Contract, “Regulations on bonus award and reduction” (Appendix No. ___ of the Contract);

3.3.4. create the necessary conditions for training of the **Professional football player**, including implementation of the training process under the supervision of the qualified professionals in the premises, on the grounds, at the bases, equipped with appropriate sports equipment and facilities for safe and effective training, ensuring high quality sports outfit, Clubwear of the established standard, accommodation and high quality meals during training sessions and participation in competitions;

3.3.5. compensate to the **Professional football player** for the travel expenses by all the kinds of intercity transport for official purposes, hotel accommodation, meals and other expenses during the trip;

3.3.6. compensate to the **Professional football player** for the expenses associated with renting an apartment or provide an adequate living space for accommodation subject to the written agreement;

3.3.7. organize full medical care for the **Professional football player**, diagnostics, treatment, provide with medicines, vitamins and bear the cost of treatment (including any surgery);

3.3.8. provide the **Professional football player** with life insurance, insurance for the period of temporary disability and health insurance, according to the applicable Ukrainian legislation, and get the **Professional football player** familiarized with the terms of insurance via his signature.

*Note: The health insurance contract must include: the list of provided medical services (including emergency care, first aid kit); the list of health care facilities where medical care shall be rendered to the Footballer. The sum insured under the Health Care Insurance Contract must cover the costs associated with providing medical services to the Footballer by the health care facility and, if necessary, payment for the surgery at the health care facility within Ukraine. Expenses for the surgery of the **Professional football player** abroad shall be paid by the **Club** subject to the written agreement of the **parties**.*

3.3.9. provide regular medical (including dental in all the cases) examinations, as well as treatment by the qualified professionals during execution of the professional football duties by the **Professional football player** and thereafter, in case of failure to achieve vocational rehabilitation by the **Professional football player** during the term of this Contract;

3.3.10. provide anti-doping preventive measures;

3.3.11. ensure confidential keeping of records on the injuries (including any expenses incurred upon calling to a national team). In this case, the medical records of injuries got by the *Professional football player* shall be the direct responsibility of the *Club's* doctor;

3.3.12. deliver to the *Professional football player* the Contract and its Appendixes;

3.3.13. take all the measures required as prescribed by the Ukrainian legislation and Regulations of the FIFA and FFU on the status and transfer of football players in case of transition of the *Professional football player* to any other *Club*;

3.3.14. The *Club* shall, within seven (7) days from the date of entering into the Contract, amendments or Appendixes, register them at the respective League/Association or organization that holds competitions, whether the *Professional football player* is included into the *Club's* application list in the current sporting season or not;

3.4. The *Club* shall be entitled to:

3.4.1. involve the *Professional football player* to participation in all the events held by the *Club*;

3.4.2. monitor performance of the duties by the *Professional football player*, give instructions to the *Professional football players* for this purpose, apply any penalties to him as stipulated by the Disciplinary Rules and other regulatory documents of the FFU;

3.4.3. use information about personal data of the *Professional football player* for internal record-keeping and transfer them to the respective League/Association or organization that holds competitions and to the FFU;

3.4.4. charge, withhold and transfer the amounts of taxes and obligatory payments from the income accrued by the *Club* to the *Professional football player* according to the tax legislation of Ukraine;

3.4.5. sell and acquire other rights under the Contract, Regulations of the respective League/Association or organization that holds competitions, FFU and applicable Ukrainian legislation.

4. Remuneration, time for rest and social welfare

4.1. For performance of the professional duties – the *Club* determines the following duties to be performed by the *Professional football player* in accordance with this clause.

4.2. The *Club* shall undertake financial commitments to the *Professional football player*, such as payment of:

- salary of the *Professional football player* (monthly) in the amount of UAH _____, net of taxes and other obligatory payments.

Note: The amount of monthly salary is specified in the fixed monetary form in accordance with the Ukrainian labour legislation.

- other financial benefits (bonuses, premiums, fees for lessons learned, international performances, etc.) in the amount of UAH _____, net of taxes and other obligatory payments;

*Note: the amount of additional payments (monthly, quarterly, based upon a range of competitions or season) shall be clearly determined and understood equally by both **Parties**, without any ambiguous meaning.*

- other benefits (non-financial, such as a car, housing, etc.)

The **Professional football player** shall be familiarized with the “Regulations on bonus award and reduction (*reduction or cancellation of premiums, bonuses*)” via his signature.

4.3. The amount of monthly financial payments may be increased according to decision of the **Club’s** management the depending on performance of contractual terms by the **Professional football player**.

The Club shall be entitled to change the financial benefits to the **Professional football player** towards reduction only in terms of premiums (bonuses); in the cases of bonus reduction the Club shall be guided by the laws of Ukraine, the Collective Agreement and relevant provisions of the **Club**.

4.4. The **Club**, as may be agreed with the coaching staff, for achieving success (winning) results may reward the **Professional football player**, pay him bonuses, allowances, additional payments and other fees. Amounts of premiums (bonuses, allowances, additional payments and other fees) shall be set in each particular case based upon the performance of the **Professional football player** and financial standing of the **Club**.

4.5. In the event of any material changes in the **Club’s** income (increase/reduction in class) the **Parties** may agree upon their financial relations by negotiations and agreements.

4.6. Should the **Professional football player** refuse from obtaining financial benefits, the **Club** shall take measures to transfer relevant financial payments to a bank account (or deposit account of the notary) and notify the **Professional football player** accordingly on the date of transfer of the respective financial payments.

4.7. An open-ended working day shall be established for the **Professional football player** (for the minor **Professional football player** , a 7-hour working day shall be established until he reaches the age of majority). The time of the start and the end of the working day, training, meetings, and days off shall be established and provided to the **Professional football player** – by the order of the **Club’s** head coach.

4.8. The **Professional football player** shall be granted an annual paid leave of 28 calendar days (for the minor **Professional football player**, 31 days until he reaches the age of majority). The time of leave shall be agreed with the head coach. The exact duration and time of each granted leave shall be determined before the competitive season starts. A leave shall be granted in the non-competition period and used by the **Professional football player** for his rest. However, the **Professional football player** is shall have a guaranteed leave of at least 14 calendar days (two consecutive weeks). The period of the **Professional football player’s** annual or additional leaves shall be paid according to the Ukrainian laws on remuneration in the amount of the average salary.

4.9. The **Club** shall provide, for the duration of the Contract, the **Professional football player** with such kinds of social security for his life and health as stipulated by the Ukrainian legislation. The **Club** shall transfer the social security contributions for the **Professional football player** according to the Ukrainian legislation on remuneration. During the temporary disability of the **Professional football player** he shall be paid salaries according to the Ukrainian legislation in the amount of the average monthly income.

5. Liability of the parties, dispute resolution

5.1. *The parties* shall be liable for default on or improper execution of their obligations stipulated hereby under the applicable Ukrainian legislation.

5.2. *The Club* may reduce bonuses of the **Professional football player** for breaching the terms of this Contract and for other violations stipulated by the Disciplinary Rules and other regulatory documents of the FFU.

The list of violations subject to bonus reduction shall be stipulated in the “Regulations on bonus award and reduction”, which is an integral part of this Contract (Appendix No. __ to the Contract). Bonus reduction shall be applied at the direction (by the order) of the **Club’s** management. Bonus reduction can be made by deductions, only from the amount of premium (bonus) payments owed to the **Professional football player**.

5.3. If the **Professional football player** does not use the services of the **Club’s** Medical Service, but receives medical treatment anywhere else at his own discretion, then he shall bear sole responsibility for the risk of losses that may arise in this regard.

5.4. The **Parties** shall comply with all the anti-doping provisions. Anyone who uses any prohibited substances and methods, or otherwise encourages the use of doping, will be referred to the disciplinary bodies of the FFU or international regulatory bodies. The **Club** shall reserve the right to apply other measures to the **Professional football player** found guilty of use of any doping based upon the principle of individual approach in each case.

5.5. For a period of rehabilitation after injury and to restore gaming qualities, the **Club** shall be entitled, by the decision of the head coach, to temporary transfer of the **Professional football player** to another team of the **Club for the period - until full recovery from injury and for period - up to one month to improve the gaming qualities, respectively**.

5.6. All the disputes and discrepancies that may arise in the process of execution of obligations hereunder shall be resolved by the **Parties** by negotiations and agreements referring to, if necessary, to the relevant authorities that protect the rights and interests of football players, including trade unions and/or associations of footballers, which are the members of the FIFPro.

5.7. In case of failure to reach an agreement between the **Professional football player** and the **Club**, the dispute shall be considered by the FFU Dispute Resolution Chamber and/or CAS (Court of Arbitration for Sport, Lausanne, Switzerland).

5.8. The *Parties* shall refrain from resolving any disputes as between them in the courts of law. For these purposes they shall refer to the relevant bodies – the FFU Dispute Resolution Chamber and CAS (Court of Arbitration for Sport, Lausanne, Switzerland).

5.9. The *Club* shall be responsible for the proper execution of the Contract and its registration (including any supplement agreements) within seven (7) days upon signature by the parties at the respective League/Association or organization that holds competitions.

5.10. The *Club* shall be responsible for committing any discriminatory acts against the *Professional football player* who takes actions to protect his rights.

6. Duration, amendment and termination of the Contract

6.1. The Contract will be effective from _____ “___”, 20__ till _____ “___”, 20__ (inclusive), whether the Contract is registered at the respective League/Association or organization that holds competitions or not. This Contract may be extended or entered into for a new period upon consent of the *Parties*.

6.2. The terms of the existing Contract may be amended by mutual agreement of the *Parties* at any time. Any amendments to the Contract made in writing, signed by the *Parties* and registered at the respective League/Association or organization that holds competitions shall be an integral part of this Contract. The Contract may not be amended unilaterally.

6.3. If upon expiry of this Contract (clause 1.4) at least one of the *Parties* is not willing to extend it, this Contract shall become terminated.

6.4. The Contract may be terminated prematurely according to requirements of the Ukrainian legislation and statutory and regulatory norms of the FFU, UEFA and FIFA.

7. Confidentiality

7.1. The terms of this Contract and its Appendixes, except for the relations regulated by the applicable legislation, shall be confidential and not subject to disclosure without consent of the other *Party* (unless the Contract has been registered at the respective League/Association or organization that holds competitions and a copy of the Contract has been delivered to the football judicial bodies, FFU Dispute Resolution Chamber of Committee and FFU Committee for attestation of football clubs).

8. Final provisions

8.1. This Contract has been entered and signed in three counterparts, each being equally enforceable, one for each *Party* and for the respective League/Association or organization that holds competitions for the purpose of this Contract registration. Any and all supplement agreement and Appendixes to this Contract, including “Regulations on bonus award and reduction”, shall be executed in a manner as aforesaid.

8.2. In case of any dispute as for execution of the terms of the Contract (including in respect of any corrections, erasures etc.), the prevailing text will be the one kept by the respective League/Association or organization that holds competitions.

8.3. This Contract, within seven (7) days upon the date of its execution, amendments or Appendixes thereto, shall be registered at the respective League/Association or organization that holds competitions, whether the **Professional football player** is included into the **Club's** application list in the current sporting season or not.

9. Addresses and signatures of the parties

Club
FC “_____”
_____ city _____,
Str. _____,
EDRPOU code _____
Account No. _____
at “_____” city _____
MFO _____

The Club's Official

Professional football player
Full Name: _____

Date of Birth: _____
Address: _____
Passport: _____,
issued _____

Father/Mother/Guardians/: _____

(for a minor football player)

Representative

If during signature of the Contract the Professional football player uses the services of the representative, the Contract shall be signed by the representative indicating his surname, name, patronymic with submission of a copy of the respective representative's document. If the Professional football player did not use the representative's services, this shall be also specified in the Contract.

General Secretary of the
NGU “Football Federation of Ukraine”

Head of the
All-Ukrainian Professional Union
“Football of Ukraine” and
President of the
NGO “All-Ukrainian Association of
Professional Football Players”

Yu. H. Zapisotskyi

I.F. Hataullin

President of the Association of
Professional Football Clubs of Ukraine
"Premier League"

President of the Association of Football
Clubs "Professional Football League of
Ukraine"

V.B. Heninson

S.D. Makarov