

EMPLOYMENT CONTRACT FOR NON-AMATEUR PLAYERS AT SWISS BASKETBALL CLUBS



**SWISS
BASKETBALL**

Between the **contracting parties** named hereunder

1. _____
(the club, a member of Swiss Basketball)

an association/public limited company* with (*delete as appropriate)
its registered office at

represented by _____ hereinafter **“the club”**

in its capacity as **employer**

and

2. _____
Mr/Ms¹

Nationality(ies)

born _____ in _____

residing at (residence address) _____ hereinafter **“the player”**

Advised by _____ (name and address of player’s agent, lawyer, representative of the Swiss Association of Basketball
Players (SABP), etc.)

For players who are minors:

Legally represented by _____ (name and address of legal representative)

in his capacity as **employee**

this **employment contract** is agreed:

¹ Where masculine pronouns are used, they are understood to refer to natural persons (especially players) of both sexes. Feminine pronouns have been omitted for reasons of clarity.

Art. 1 Subject matter and provisions of the contract

This contract governs the professional relationship between the club and the player. It comprises this employment contract for non-amateur players at Swiss Basketball clubs (hereinafter the "employment contract"), and the terms and conditions ("T&Cs") of the employment contract for non-amateur players at Swiss Basketball clubs, including its Annexes.

Non-amateur players are those who, in exchange for participation in competitions, receive from their clubs monetary benefits in excess of the reimbursement of their actual expenses plus a lump sum for costs of CHF 500 per month².

Art. 2 Contract term and trial period

Check those that apply:

- The contract is agreed for an indefinite term.**

or

- The contract is agreed for a definite term, specifically for the period**

From To ³.

The initial contract term may be extended by the parties, subject to compliance with the formal requirements stipulated by the contract and its terms and conditions.

Check those that apply:

- The trial period is _____ months.**

or

- No trial period.**

² Actual expenses are the costs incurred by the player in carrying out his basketball activity. These typically include travel costs between the player's home or workplace and the training facilities (max. CHF 0.70 / km), as well as the cost of equipment not provided by the club (e.g. basketball shoes). However, according to Swiss Basketball, they do not include everyday expenses which the player would otherwise incur in the normal course of living e.g. housing, food, or purchase of a car.

³ For non-amateur players who are minors, the contract term may not exceed four years, (see Art. 57 of Book 3 of the FIBA Rules; www.fiba.basketball/internal-regulations/book3/players-and-officials.pdf).

Art. 3 Conditions precedentMedical examination

The validity of this contract is subject to the issuing of a medical certificate by a doctor approved by the club, certifying the player's fitness to engage in the activity provided for by this contract.

The club must arrange for this examination to take place within seven days following the start date of the contract. Otherwise, this contract shall take effect.

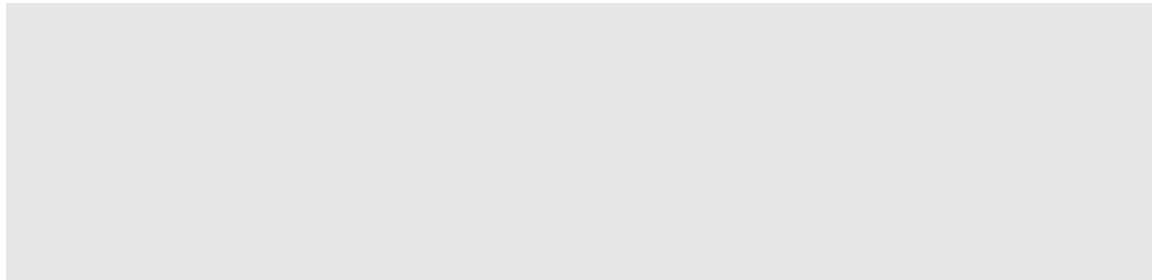
If the club asks the player to train or play before undergoing the medical examination, the contract shall take effect immediately upon commencement of the activity.

Residency permit for a foreign player

In accordance with Swiss legislation on the rights of foreign nationals, foreign non-amateur players must have a valid residence permit to play in Switzerland.

Art. 4 Termination of the contract with immediate effect and with just cause

In addition to the grounds set forth in Art. 3 of the T&Cs, the following are also considered to constitute just cause:



Art. 5 Players remuneration

The player's remuneration comprises the following gross amounts:

Total gross salary (number of monthly amounts paid):

Bonuses (provide details):

Other payments

N.B. This section concerns accommodation, transport, meals, equipment and other benefits in kind. The parties must specify the gross annual value of each benefit in CHF.

Taking into account the conditions provided for by Art. 19 et seq. of the T&Cs, the cash benefits referred to in this article shall be paid by the club to the player, into the following account (specify account holder, bank name, IBAN and clearing):

Social contributions borne by the player shall be deducted from the gross salary, along with tax deducted at source if applicable to the player.

If the contract is extended, the amount of the gross annual salary shall be increased on a pro rata basis in proportion to the length of the agreed extension.

Check if applicable:

- Agreed salary deduction based on the following conditions (see maximum amounts in footnotes):**

Total deductions over the contract term⁴: CHF ...
Monthly deduction⁵: CHF ...

⁴ The parties may agree on salary deductions up to a maximum of the salary for one week's work in total over the contract's term.

⁵ The salary deduction may not exceed 10% of the gross salary each month.

Art. 6 Salary where the player is prevented from working through no fault of his own

A) Illness

Check those that apply:

- Statutory regulation as per Art. 22a of the T&Cs**
- Other statutory regulation as per Art. 22b of the T&Cs**

B) Accident

(check if applicable):

- Complement to statutory regulation as per Art. 23b of the T&Cs**

Art. 7 Occupational pension scheme

In accordance with the Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision (OPA), the player is subject to compulsory occupational pension scheme as soon as he meets the minimum OPA salary threshold⁶. To this end, the club is affiliated to the following pension institution:

registered in the occupational pensions register.

The player is entitled to be covered against risks in accordance with statutory provisions.

The club must enrol the player in the pension institution immediately after the commencement of the professional relationship.

Art. 8 Contractual penalties and other sanctions

In the event of a serious or repeated breach of the obligations arising from the contract concluded between the club and player, or of a sanction ordered by an official sports body (Swiss Basketball, Swiss Olympic, FIBA), the club may impose the following contractual penalties on the player at fault according to the seriousness of the offence (Art. 160 et seq. CO):

In case of off-court misconduct (repeatedly arriving late for training sessions without justification, returning late from holiday without justification, repeated absence without justification, breach of contractual obligations, damage to the club's image, etc.), a maximum fine of

CHF

7

⁶ See Art. 7 OPA (www.admin.ch/opc/fr/classified-compilation/19820152/index.html). For example, the minimum insured salary per the OPA in 2018 is CHF 21,150 per annum.

⁷ The amount may also be a percentage of the player's gross remuneration.

In case of inappropriate, insulting behaviour or physical aggression without bodily injury against a third party on-court (notably against the referee, other official, opponent or member of the public), a maximum fine of

CHF

In all cases, the penalty must be proportionate to the seriousness of the player's behaviour. The club may also suspend the player. Any contractual penalty imposed by the club shall not constitute a waiver of the club's right either to terminate the contract for just cause, or to bring legal action for damages.

Art. 9 Special agreements between the parties

Art. 10 Final provisions

By signing this contract, the contracting parties confirm that they are cognisant of and accept the content of all parts of the contract (employment contract, T&Cs, including the Annexes).

Disputes (art. 39 T&Cs)

Any dispute arising from or related to this contract shall be submitted to:

Check those that apply

Only for players who keep their residence abroad during the contract :

- the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The place of arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Federal Act on International Private Law, irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.**

or

- the ordinary courts.**

Place and date

Place and date

Signature of the player and,

Club signature

His advisor, if applicable
(agent, lawyer, SABP representative, etc.)

Second signature
(if necessary)

Signature of the legal representative
(if player is a minor)