

SO, CAN  
WE SIGN YOUR  
PLAYER UP?

OooH! YEEES

PRESIDENT'S LOUNGE

SO IS YOUR AGENT  
TRYING TO NEGOCIATE  
YOUR SALARY, OR HIS  
OWN COMMISSION?

I'LL GO FIND  
OUT...

... IT'S  
NOT LIKE  
I'M MARRIED  
TO HIM!

Paulini

The model contract of  
**SPORT** 7  
protects YOUR INTEREST

## COMMENTED VERSION

### MANDATE CONTRACT BETWEEN A FOOTBALL PLAYER AND HIS AGENT

Concluded between the following **Contracting Parties**

Mr. / Ms.<sup>1</sup>

Nationality

Address (Home address)

hereinafter the **“Player”**

For a minor player:

Legally represented by (Name and address of the legal representative)

and

The agent / agency

Legal form (SA, Ltd, sole proprietorship, etc.)

CHE-

Headquartered at  **UID number**

Represented by (Full name and role of the representative)

hereinafter the **“Agent”**

**Commenté [Sport 7/1]:** This model of contract, including the appendices, complies with the requirements of Swiss law, those of the State Secretariat for Economic Affairs (SECO) with regards to Swiss legislation on employment services, and those of the Swiss Football Association (SFA) with regards to its regulations regarding intermediaries.

The clauses of this contract apply to all placement agents who are subject to the Swiss Federal Act on Employment Services and the Hiring of Services (LSE; RS 823.11) in the course of placing players in Switzerland and abroad. They also apply to any player placement in Switzerland.

**Commenté [Sport 7/2]:** The Agent, whether acting as a sole proprietorship or within an agency, must be registered in the Commercial Register in order to be able to place players.

<sup>1</sup> The use of the masculine gender refers to natural persons (in particular, players), which includes both men and women. The feminine gender is not used, to improve readability.

## ARTICLE 1 OBJECT OF THE CONTRACT

This contract (hereinafter the “**Contract**”) is a framework contract that governs the relationship between the Player and the **Agent** (hereinafter the “**Parties**” or, taken individually, a “**Party**”), under which the Player requests the Agent to render the services specified in the Contract and its appendices, and the Agent undertakes to render such services to him.

**Commenté [Sport 7/3]:** Concerning the difference between an “agent” and an “intermediary” within the meaning of the International Federation of Football Association (FIFA)’s Regulations on Working with Intermediaries, see the comments below related to the Placement Contract.

## ARTICLE 2 DURATION OF THE CONTRACT

- 2.1 The Contract is concluded for a fixed period of [ ] months. It comes into effect upon signature by both Parties and ends on [ ].
- 2.2 The Contract is tacitly renewed for a period of [ ] months if it is not terminated by one of the Parties within 10 days prior to its expiry.
- 2.3 Either Party may terminate it at any time without cause or delay.

**Commenté [Sport 7/4]:** As this Contract is closely linked to the attached Placement Contract, which is generally a fixed-term contract, both this Contract and the Placement Contract should be concluded simultaneously for the same fixed term.

## ARTICLE 3 SERVICES AND CONTRACTS

- 3.1 The Player freely determines the services he wishes to obtain from the Agent. Under the Swiss Federal Act on Employment Services and the Hiring of Services (LSE; RS 823.11) and its implementation regulations, the Player may choose to conclude:
  - 3.1.1 Either only a placement contract (hereinafter the “**Placement Contract**”), within the meaning of Article 8 of the LSE, under which the Agent, at the express request of the Player, undertakes to look for a club and negotiate an employment contract with this club on behalf of the Player.
  - 3.1.2 Or, in addition to the Placement Contract, also a management contract (hereinafter the “**Management Contract**”), under which the Agent undertakes to provide management services to the Player, which constitute special services within the meaning of Article 9 of the LSE.
- 3.2 The Player’s signature on **Appendix 1** of the Contract confirms his choice of the services he wishes to obtain. This choice is binding on the Agent.
- 3.3 The Player draws up a power of attorney for the Agent, so that he can represent him to third parties. The power of attorney, which must detail the extent of the Agent’s powers, is set out in **Appendix 2** and forms an integral part of the Contract.
- 3.4 The Placement Contract is attached as **Appendix 3** and forms an integral part of the Contract.
- 3.5 If a Management Contract is concluded between the Parties, it is attached as **Appendix 4** and also forms an integral part of the Contract.

**Commenté [Sport 7/5]:** Since 2017, SECO has imposed new contractual obligations on Agents wishing to be remunerated for special (management) services via a commission calculated as a percentage of the Player’s salary, rather than by a fixed hourly rate, as required by law.

#### ARTICLE 4 REMUNERATION AND FEES

4.1 The Agent's Remuneration for services performed on behalf of the Player, as well as the terms of this Remuneration, **are set out separately** in the Placement Contract, and if applicable, in the Management Contract.

4.2 Expenses related to the Agent's performance of services on behalf of the Player shall be reimbursed only within the limits provided for by the Placement Contract, and if applicable, the Management Contract.

4.3 The Agent's fees and, where appropriate, expenses must be paid **by the Player** to the following account belonging to the Agent:

Bank:

Account holder r:

IBAN:

Swift/clearing:

#### ARTICLE 5 OBLIGATIONS OF THE PARTIES

5.1 The Agent is responsible to the Player for the good and faithful performance of the mandate and the services agreed between the Parties. In particular, the Agent must ensure at all times that the Player's interests are safeguarded, and he has an ongoing **obligation to avoid any conflict of interest**.

5.2 The Agent shall personally perform the services resulting from the mandate, unless expressly authorized by the Player to transfer them to a third party. The provisions of the Placement Contract relating to the hiring of a third party for the performance of placement services remain reserved.

5.3 The Player participates in the performance of the mandate as required and provides the Agent with all the necessary information and documents to that end.

5.4 At the time the Contract is signed, the Agent shall provide the Player with a copy of his placement authorization or authorizations obtained from the competent cantonal office, and if relevant, from the State Secretariat for Economic Affairs (SECO) for the placement of foreign players or players abroad.

#### ARTICLE 6 DUTY OF INFORMATION

6.1 A Player who is looking for a club may engage the services of several agents. **He is not bound exclusively to this Contract or to the included Placement Contract.**

6.2 However, if the Player is in communication or under contract with another agent or intermediary, he must inform the Agent prior to the signing of this Contract.

6.3 Similarly, if the Player or his entourage is contacted by a player's agent, an intermediary or a representative of a football club following the conclusion of this Contract, the Player agrees to immediately inform the Agent.

**Commenté [Sport 7/6]:** The agent's placement commission and remuneration for his management services must be calculated separately.

**Commenté [Sport 7/7]:** An agent who is paid by the club rather than the Player is in an illegal situation of conflict of interest. This is also the case when an Agent negotiates a transfer agreement between two clubs regarding the transfer of one of his players.

By doing so, the Agent would be violating his duties of diligence and loyalty imposed upon him by Swiss law with regard to his client (the Player), and he would also be violating FIFA regulations prohibiting conflicts of interest.

FIFA's Regulations on Working with Intermediaries does allow the possibility for an intermediary to remove a conflict of interest and be paid by the club rather than the player, but this does not apply to an intermediary who is also the player's agent.

For more details on the difference between an intermediary and an agent, and the conflict of interest issue, consult [www.check-your-agent.football](http://www.check-your-agent.football).

**Commenté [Sport 7/8]:** The Agent cannot be legally linked with the player's current or future club, nor maintain any economic link whatsoever with it.

**Commenté [Sport 7/9]:** Exclusivity clauses are prohibited by Swiss law with regards to the placement of persons. Furthermore, Swiss mandate law allows the Player to terminate the contract at any time, without cause or delay – which in any case would render inoperative any exclusivity clause that may be included in a contract.

## **ARTICLE 7      USE OF DATA**

- 7.1 The Player authorizes the Agent to publish his photo, name, and any other material and information that may be useful for the proper execution of his mandate on any digital or paper medium.
- 7.2 At the latest when the Contract is signed, the Player and the Agent will determine general guidelines regarding the authorized publication media. The Player retains the right to supervise these publications.
- 7.3 The Player may revoke his authorization at any time by way of written communication to the Agent.

## **ARTICLE 8      END OF THE CONTRACT**

- 8.1 The Contract terminates when one of the Parties decides to terminate it in accordance with Articles 2.2 and 2.3.
- 8.2 The Contract also automatically terminates when the Placement Contract is terminated or expires.
- 8.3 The termination of the Contract automatically entails the termination of the Placement Contract, and if applicable, the Management Contract.
- 8.4 At the end of the Contract, the Parties return in good faith all documents (in the form of text, images, videos, etc., and on whatever medium) they may have acquired from each other for the proper performance of the mandate.

## **ARTICLE 9      DUTY OF CONFIDENTIALITY**

- 9.1 All facts that come to the knowledge of the Agent through the performance of his mandate are to be kept confidential, unless the Player expressly releases him from this obligation in writing.
- 9.2 The Parties undertake to keep confidential the terms of this Contract, those of the Placement Contract and, if applicable, those of the Management Contract.
- 9.3 The duty of confidentiality continues beyond the end of the contractual relationship between the Parties.

## **ARTICLE 10      APPLICABLE LAW**

- 10.1 This Agreement is subject to Swiss law. The provisions of the Swiss Code of Obligations may also apply as needed.
- 10.2 Swiss law also applies to the Placement Contract and, where applicable, the Management Contract, in particular the LSE and its implementation regulations.
- 10.3 If the Player is placed at a club abroad, the mandatory provisions of the foreign law applicable to the Placement Contract take precedence, and Swiss law may also apply as needed.

## ARTICLE 11 **ARBITRATION CLAUSE**

Any dispute arising from or related to the present Contract, the Placement Contract, and, if applicable, the Management Contract, will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. Recourse to the ordinary courts is excluded.

**Commenté [Sport 7/10]:** Under the rules of the SFA, a Player and his Agent are obliged to submit disputes related to the Placement Contract to the jurisdiction of the CAS. This obligation does not extend to the Mandate Contract or, if applicable, the Management Contract, where the jurisdiction of ordinary civil courts may be agreed between the parties. However, given the uniqueness of the legal and contractual relationship between the Player and his Agent, it seems advisable, in most cases, to submit the entire relationship to a single jurisdiction, namely the CAS.

This Mandate Contract was signed in two original copies, on [ ] in [ ].

[ ]

**The Player**

\_\_\_\_\_

\_\_\_\_\_

**The legal representative**

\_\_\_\_\_

### Appendices to the Contract:

- Appendix 1: Player Confirmation
- Appendix 2: Power of Attorney
- Appendix 3: Placement Contract
- Appendix 4: Management Contract (*optional*)

## APPENDIX 1

### PLAYER CONFIRMATION

By signing this confirmation, the Player:

- Confirms that he has freely determined the choice of services he wishes to receive from the Agent, either (i) only a placement service, or (ii) management services as well.
- Confirms that he has chosen the following services (check):
  - ☐ Placement service only, which is the subject of a Placement Contract between the Parties (Appendix 3);
  - ☐ A placement service, which is the subject of a Placement Contract between the Parties (Appendix 3), as well as management services, which are the subject of a Management Contract between the Parties (Appendix 4).

Done in [\_\_\_\_], on [\_\_\_\_].

**The Player**

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**The legal representative**

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## APPENDIX 2

### POWER OF ATTORNEY

[\_\_\_\_], a football player born on [\_\_\_\_] and domiciled in [\_\_\_\_],

hereby gives a mandate to [\_\_\_\_], represented by [\_\_\_\_] (with right of substitution), to assist him, to act on his behalf and for his benefit, and to represent him in performing the following:

- [\_\_\_\_]
- [\_\_\_\_]
- ...

**Commenté [Sport 7/11]:** Mention here all the services for the execution of which the Agent requires a power of attorney.

[\_\_\_\_] has the authority to do all that is necessary and useful for the fulfillment of the mandate, in the sole interest of the player.

This power of attorney expires on [\_\_\_\_].

Done in [\_\_\_\_], on [\_\_\_\_].

#### The player

\_\_\_\_\_

#### The legal representative

\_\_\_\_\_



## APPENDIX 3

### PLACEMENT CONTRACT

**Commenté [Sport 7/12]:** This "placement contract" counts as "representation contract" within the meaning of FIFA's Regulations on Working with Intermediaries and SFA's Regulations on Working with Intermediaries.

Concluded between the following **Contracting Parties**:

(Full name, address, and date of birth of the Player, and full name of his legal representative)

hereinafter the **"Player"**

and

(Full name and address of the Agent, and for legal persons, the name and address of the company, as well as the full name(s) of the person(s) who act(s) on its behalf)

hereinafter the **"Agent"**

**Commenté [Sport 7/13]:** When the Agent is looking for a club for the Player and negotiating an employment contract for the Player with the club, he is acting as a "employment agent" within the meaning of the LSE.

When the Agent is negotiating an employment contract on behalf of the Player, he is acting (i) as a "broker-dealer" within the meaning of the Swiss Code of Obligations (CO; Articles 412ss) and (ii) as an "intermediary" within the meaning of FIFA's Regulations on Working with Intermediaries and SFA's Regulations on Working with Intermediaries.

Although he has a different title in the aforementioned regulations, the Agent remains primarily a player's "agent" in everyday language, which is why the Placement Contract also names him as such.

#### ARTICLE 1 OBJECT OF THE CONTRACT

- 1.1 The Placement Contract governs the relationship between the Agent and his Player while the player is being placed in a club. It constitutes both the "placement contract," within the meaning of the Swiss Federal Act on Employment Services and the Hiring of Services (LSE; RS 823.11), and the "representation contract" as defined in the International Federation of Football Association (hereinafter "FIFA")'s Regulations on Working with Intermediaries and the Swiss Football Association (hereinafter the "SFA")'s Regulations on Working with Intermediaries.
- 1.2 The Agent and the Player are in a contractual relationship of "employment agent" and "jobseeker," within the meaning of the LSE; and "broker-dealer" and "principal," within the meaning of Articles 412ss of the Swiss Code of Obligations (CO; RS 220); and "intermediary" and "player," within the meaning of FIFA's Regulations on Working with Intermediaries and SFA's Regulations on Working with Intermediaries.
- 1.3 The Placement Contract forms an integral part of the Mandate Contract between the Parties, and is attached.

## ARTICLE 2 DURATION OF THE CONTRACT

- 2.1 The Placement Contract is concluded for a fixed period of [ ] months. It comes into effect upon signature by both Parties and ends on [ ].
- 2.2 Each Party may terminate it at any time without cause or delay.
- 2.3 It is automatically voided when the Mandate Contract of which it is an integral part is terminated or expires.

## ARTICLE 3 SERVICES

As part of this Placement Contract, the Agent, at the express request of the Player, undertakes to look for a club and negotiate an employment contract with this club on behalf of the Player.

## ARTICLE 4 REMUNERATION AND FEES

- 4.1 The Agent is compensated for his placement services exclusively by the Player in the form of a placement commission.
- 4.2 The commission is due only if the placement resulted in the conclusion of an employment contract on behalf of the Player. In the case of placement abroad, the placement commission is due only when the Player obtains permission from that country's authorities to engage in gainful activity in their country.
- 4.3 The Agent's commission is [ ]% (no more than 5%) of the first gross annual base salary that the Player will receive based on the employment contract that has been negotiated by the Agent with the club.
- 4.4 The payment terms of the commission are as follows:
- An amount equal to [ ]% of the commission, within 10 days of signing the employment contract negotiated by the Agent with the club;
  - Then the balance of the amount in [ ] monthly installments, from [ ] until [ ].
- 4.5 The actual costs incurred by the Agent for his placement activity are included in his commission and cannot be additionally claimed, even if no employment contract is finally concluded on the Player's behalf. The legal regime applicable to the reimbursement of actual expenses incurred by the Agent in the case of placement abroad where the Player has not obtained a work permit is reserved.
- 4.6 The Agent shall draw up an invoice for the Player, stating the amount of the commission, the amount of VAT due on the commission (if applicable), any costs he may be entitled to claim, and the payment terms.

**Commenté [Sport 7/14]:** Due to the LSE's provisions – which require that the Agent and Player are at all times bound by a Placement Contract if they have also entered into a Management Contract with each other – and the fact that each placement transaction be subject to separate remuneration and payment terms, a new Placement Contract must be concluded for any new transaction (either for a new employment contract or for any extension of an existing employment contract).

**Commenté [Sport 7/15]:** The Placement Contract is not valid in the absence of the Mandate Contract which it appends, and vice versa: both contracts must be concluded simultaneously and have the same duration of validity.

**Commenté [Sport 7/16]:** The Player may limit these services to a given geographical territory, taking into account the Agent's contact networks. The Player can also specify which clubs he is particularly interested in.

**Commenté [Sport 7/17]:** In other words, the placement of foreign persons in Switzerland or of Swiss or foreign persons abroad.

**Commenté [Sport 7/18]:** In such a case, however, upon signing of the employment contract, the Agent may require fair compensation to cover the expenses and actual costs.

**Commenté [Sport 7/19]:** Only the basic salary must be taken into account for the calculation of the commission, and not the other benefits in money (bonuses) or in kind (apartment, car, etc.) that the Player may receive from the club but which are not part of his salary within the meaning of the LSE.

**Commenté [Sport 7/20]:** The placement fee for a fixed-term employment relationship of less than twelve months is calculated as a percentage of the agreed aggregate gross salary.

**Commenté [Sport 7/21]:** For example: a portion of the commission (e.g., 20%) may be paid by the Player to the Agent when signing his employment contract, with the balance paid in monthly installments until the end of the employment contract.

## ARTICLE 5 SUPPLEMENTARY AGREEMENTS

All supplementary agreements must comply with the principles set out in FIFA's Regulations on Working with Intermediaries, SFA's Regulations on Working with Intermediaries, and any applicable legal provisions, and they must be forwarded to the SFA at the same time as this Placement Contract.

## ARTICLE 6 DISCLOSURE

The Parties mutually agree to comply with the disclosure requirements of FIFA's Regulations for Working with Intermediaries. They declare themselves in agreement with the publication, by the competent national football association, of the data covered by the corresponding regulation.

## ARTICLE 7 HIRING A THIRD PARTY

7.1 The Agent may not use a third-party agent or intermediary and hire him to participate in the placement of the Player in a club, unless the following has taken place:

- The Agent has transmitted to the Player the full details of the third party and his curriculum vitae;
- The Agent has forwarded to the Player the draft mandate or power of attorney contract between the Player and the third party;
- The Player has concluded the mandate contract with this third party or signed the power of attorney in favor of this third party.

7.2 Subject to the mandatory provisions of foreign law applicable to the third party, Swiss law applies to the mandate contract agreement and the power of attorney.

## ARTICLE 8 ARBITRATION CLAUSE

Any dispute arising from or related to the present Placement Contract will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. Recourse to the ordinary courts is excluded.

This Placement Contract was signed in two original copies, on [ ] in [ ].

[ ]

The Player

\_\_\_\_\_

\_\_\_\_\_

The legal representative

\_\_\_\_\_

**Commenté [Sport 7/22]:** This clause already appears at the end of the mandate contract (framework contract). It is duplicated here to enable the Parties to provide only the Placement Contract to the SFA, which requires this contract to include an arbitration clause. Neither the framework contract nor, where applicable, the Management Contract, should be sent to the SFA.

APPENDIX 4

**MANAGEMENT CONTRACT**

Concluded between the following **Contracting Parties**:

(Full name, address, and date of birth of the player, and full name of his legal representative)

hereinafter the **“Player”**

and

(Full name and address of the Agent, and for legal persons, the name and address of the company, as well as the full name(s) of the person(s) who act(s) on its behalf)

hereinafter the **“Agent”**

**ARTICLE 1      OBJECT OF THE CONTRACT**

- 1.1      The Management Contract governs the relationship between the Player and the Agent, in which the Agent undertakes to provide the Player with the management services set out in this Management Contract.
- 1.2      The Management Contract forms an integral part of the Mandate Contract between the Parties, and is attached.

## ARTICLE 2 DURATION OF THE CONTRACT

- 2.1 The Management Contract is concluded for a fixed period of [ ] months. It comes into effect upon signature by both Parties and ends on [ ].
- 2.2 The Management Contract is tacitly renewed for a period of [ ] months if it is not terminated by one of the Parties within 10 days prior to its expiry.
- 2.3 Each Party may terminate it at any time without cause or delay.
- 2.4 It is automatically voided when the Mandate Contract of which it is an integral part is terminated or expires.

**Commenté [Sport 7/23]:** The maximum duration of the Management Contract cannot exceed that of the Mandate Contract or that of the Placement Contract.

## ARTICLE 3 SERVICES

- 3.1 Under this Management Contract, the Agent acting as a manager undertakes to deliver the following management services to the Player:
- Advice and support relating to the sports sector;
  - Advice and support in case of difficulties encountered with the club;
  - Management of medical issues;
  - Liaising with the authorities;
  - Help finding, using, and leaving housing;
  - Tax, insurance, and pension advice;
  - Financial planning;
  - [ ]
- 3.2 At the Player's request, the Agent must always be prepared to provide a report of his management services and return to him all that he received to that effect, for any reason whatsoever.

**Commenté [Sport 7/24]:** This list is illustrative and must be adapted to the reality of the services that the Agent undertakes to provide to the Player. This list must be detailed so that the extent of the work to be done by the Agent can be precisely determined. However, this list may never be exhaustive.

**Commenté [Sport 7/25]:** Like any agent, the Agent must somehow list the special services that he performs on behalf of the Player, if only to be able to estimate his commission as accurately as possible.

## ARTICLE 4 REMUNERATION AND FEES

- 4.1 The Agent is compensated for his management services listed in Article 3.1 exclusively by the Player in the form of a commission.
- 4.2 The Agent's commission is [ ]% of the first gross annual base salary that the Player will receive based on the employment contract that has been negotiated by the Agent with the club.
- 4.3 The Remuneration rate set forth in the preceding paragraph shall apply for the first [ ] months following the signing of the Management Contract. Thereafter, the Remuneration rate may be renegotiated, in either direction, by the Parties every [ ] months.
- 4.4 The payment terms of the commission are as follows:
- An amount equal to [ ]% of the commission, within 10 days of signing the Management Contract;
  - Then the balance of the amount in [ ] monthly installments, from [ ] until [ ].

**Commenté [Sport 7/26]:** The law does not set any minimum or maximum limit for the amount of this management fee. However, it should not be excessive to the point of profiteering, which is a criminal offense (section 157 of the Swiss Penal Code: <https://www.admin.ch/opc/en/classified-compilation/19370083/index.html#a157>).

**Commenté [Sport 7/27]:** The Agent's remuneration rate should be periodically renegotiated to take into account the actual volume of the Agent's services, which may be difficult to estimate correctly at the beginning of a new contractual relationship, and may also vary significantly from one year to the next, thus requiring adjustments.

**Commenté [Sport 7/28]:** For contracts longer than one year, a period of 12 months seems appropriate.

**Commenté [Sport 7/29]:** For example. The remuneration should be paid in installments, e.g., every month or every quarter, by automatic bank transfer. There's no reason why the Agent should receive his remuneration in advance for a whole year, nor why the Player should not pay his Agent until the end of each year covered by the contract. However, like any other agent, the Agent may require the Player to pay a provision covering for example the first month or the first quarter of work.

4.5 The Agent shall draw up an invoice for the Player, stating the amount of the commission, the amount of VAT due on the commission (if applicable), and the payment terms.

4.6 The actual costs incurred by the Agent for his management services are included in his commission and cannot be additionally claimed, even if no employment contract is finally concluded on the Player's behalf. The legal regime applicable to the reimbursement of actual expenses incurred by the Agent in the case of placement abroad where the Player has not obtained a work permit is reserved.

4.7 In the event the Management Contract is terminated, the Remuneration for the Agent's management services shall be paid *pro rata temporis*.

**Commenté [Sport 7/30]:** E.g., travel, accommodation, meals, and telephone costs.

**Commenté [Sport 7/31]:** That is, according to the time spent. For example, if the Management Contract provides for a commission of CHF 5,000 for 12 months and is terminated after 3 months, the commission due is CHF 1,250.

This Management Contract was signed in two original copies, on [ ] in [ ].

[ ]

The Player

\_\_\_\_\_

\_\_\_\_\_

The legal representative

\_\_\_\_\_

Any professional football player can obtain an uncommented version of this contract by writing to [office@sport7.ch](mailto:office@sport7.ch), mentioning his contact details.

SPORT 7

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