

2020

Draft Male Professional Player Standard Agreement Template

[*OPTIONAL – NAME OF TOURNAMENT MAY BE INSERTED*] PLAYER AGREEMENT

THIS PLAYER AGREEMENT (hereinafter referred to as the “**AGREEMENT**”) is entered into on [*date to be inserted – eg. August 15, 2018*];

BY AND BETWEEN:

1. [*Name of club corporate entity entering into agreement to be inserted – eg. XYZ Private Limited*], a company incorporated under the Companies Act, 1956/20131 having Corporate Identification Number (CIN) [*CIN to be inserted*] and having its registered address at [*address to be inserted*], acting through its authorised signatory Mr/Ms [*name to be inserted*] , (hereinafter referred to as the “**Club**” which expression unless repugnant to the context, shall be deemed to include its successors, administrators and/or permitted assigns) of the **FIRST PART;**

AND

1. Mr. [*name to be inserted*], whose date of birth is [*Date of Birth be inserted*] (hereinafter referred to as the “**Player**”), being a citizen of [*name of country to be inserted*], residing at [*address to be inserted*], having Passport No. [*Passport no. to be inserted*]2 and All India Football Federation Centralised Registration System (“**CRS**”) registration number [*CRS Registration no. to be inserted*], residing at [*address to be inserted*], of the **SECOND PART**.

The Club and the Player, unless the context otherwise requires, hereinafter shall be individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS:

1. The Club is a corporate entity fielding a football team for participating in various football tournaments and/or competitions organized/authorized/recognized/sanctioned by the All India Football Federation (“**AIFF**”) and/or the Asian Football Confederation (“**AFC**”) and/or the Fédération Internationale de Football Association (“**FIFA**”), including the [*name of tournament to be inserted – eg Hero I-League or Hero Indian Super League*] (“**Competition(s)**”). The Club is affiliated to the [*insert name of concerned AIFF member state association.*]
2. The Player is a citizen of and is a football player.

India3

1. The Club wishes to hire the services of the Player as a member of its football team for participation in the Competition(s) that the Club may participate in.

1 To be retained as applicable.

2 Only in the event a player does not have a passport, Voter ID or PAN Card may be used.

3 To be retained/altered as applicable.

1. The Parties have now agreed to enter into this Agreement for recording the terms and conditions on which the Player shall render his services to the Club.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

# Definitions and interpretation:

* + 1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
       1. “**Agreement**” means this Agreement.
       2. “**AIFF**” shall mean the All India Football Federation, the governing body for football in India.
       3. “**AIFF Players’ Status Committee**” shall mean the committee established by the AIFF under the AIFF Regulations for Status and Transfer of Players.
       4. “**AIFF Rules**” shall mean the rules and regulations as implemented by the AIFF and as applicable from time to time, to the extent they relate or apply to the Player including without limitation the AIFF Disciplinary Code, AIFF Ethics Code, AIFF Regulations for Status and Transfer of Players and the AIFF National Dispute Resolution Chamber Regulations.
       5. “**AFC**” shall mean the Asian Football Confederation.
       6. “**AFC Rules**” shall mean all regulations issued and/or implemented by AFC from time to time to the extent they relate or apply to the Player including without limitation the AFC Disciplinary Code, AFC Ethics Code and various other such rules and regulations.
       7. “**Competition**” shall mean any professional football competition(s) and/or tournament(s) organized/authorized/recognized/sanctioned by FIFA, AFC, AIFF or the club's respective football association.
       8. “**CRS**” shall mean the Centralised Registration System of the All India Football Federation as defined under the AIFF Regulations on the Status and Transfer of Players.
       9. “**FIFA**” shall mean the Fédération Internationale de Football Association.
       10. “**FIFA Rules**” shall mean all regulations issued and/or implemented by FIFA from time to time to the extent they relate or apply to the Player including without limitation the FIFA Disciplinary Code, FIFA Ethics Code and the FIFA Regulations for Status & Transfer of Players.
       11. “**Fitness Report**” shall mean any fitness report prepared by a qualified doctor appointed by the Club prior to the engagement of the Player, certifying that the Player has passed a fitness test establishing that he is capable of performing his obligations under this Agreement.
       12. “**Fee**” shall have the meaning in Schedule I.
       13. “**Club Marks**” shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) which may from time to time be

developed by or on behalf of the Club for use in connection with the Team or generally in each case whether the same are registered or not.

* + - 1. “**Club Partner**” shall mean any Person who has from time to time entered into a commercial agreement or arrangement with the Club to promote such Person’s goods or services in connection with the Club and/or Team including without limitation any sponsors, official suppliers and/or licensees of the Club and/or Team.
      2. “**Club Regulations**” shall mean any rules or regulations relating to the Club, the Team or Squad affecting the Player, as may be published and implemented from time to time by the Club.
      3. “**Intermediary**” shall mean an Intermediary as defined under the AIFF Regulations on Working with Intermediaries.
      4. “**Laws of the Game**” shall mean the laws from time to time in force governing the game of association football as laid down by the International Football Association Board (IFAB), FIFA or any other authorized body.
      5. “**Match**” shall mean any football match played by the Club in a Competition in which it is a participant.
      6. “**Media**” shall mean any and all media whether now existing or hereafter invented including but not limited to any print and/or paper medium, broadcast, satellite or cable transmission and any visual and/or audio medium and including but not limited to the internet, any television or radio channel, website, webcast, social media of any kind and/or any transmission made by any mobile or mobile telephony standard or technology or other media or broadcasting service.
      7. “**Misconduct**” shall mean conduct, behaviour, activity or omission by the Player involving one or more of the following:
         1. theft or fraud or being accused of any crime of moral turpitude; or
         2. incapacity through alcohol affecting the performance of the Player; or
         3. deliberate and serious damage to the Club’s property; or
         4. any material breach of this Agreement including the warranties herein; or
         5. any unauthorised act of the Player which incapacitates the Player’s performance as a professional player; or
         6. any act or omission which amounts to violation or non-compliance with the Laws of the Game; or
         7. any act or omission amounting to violation or non-compliance with all applicable laws of India including without limitation central laws, state laws, municipal laws; or
         8. any act or omission amounting to violation or non-compliance with FIFA Rules, AFC Rules, AIFF Rules, Club Regulations, Regulations and the laws and regulations applicable to the Competitions, tournaments, leagues etc in which the Player represents the Club; or
         9. any act or omission which impairs public confidence in, and/or brings disrepute to, the Club, any Competition in which the Club is a participant, the AIFF/AFC/FIFA or the game of Football; or
         10. accepting (or failing to report the offer of) a bribe, attempting to or consenting to fix a Match or part thereof or any other Match, betting on any Match (whether himself or via a third party) and/or knowingly associating with Match gamblers or other Match gambling activity; or use and/or supply of banned stimulants and/or other banned drugs and substances; or
         11. such other similar or equivalent serious or persistent conduct, activity or omission by the Player which the Club reasonably considers to amount to misconduct.
      8. “**National Dispute Resolution Chamber**” shall mean the dispute resolution chamber as established by the AIFF through the NDRC Regulations.
      9. “**NDRC Regulations**” shall mean the AIFF National Dispute Resolution Chamber Regulations.
      10. “**Person**” shall mean any individual, company, partnership, unincorporated association or any other entity of any kind.
      11. “**Player Identification**” shall mean the name, reputation, nickname, fame, image, shirt number, signature, voice and any other portrayal or characteristics of any kind of the Player (whether real or virtual and in any format whether in film, by way of a photograph, virtual, electronic or otherwise and including without limitation the use thereof in electronic games) and all other characteristics of the Player including his shirt number.
      12. “**Player Injury**” shall mean any injury or illness affecting the Player during the Term, excluding any injury which is otherwise caused by or results from a breach by the Player of his obligations under this Agreement or any Misconduct.
      13. “**Regulations**” shall mean any rules or regulations of AIFF, AFC, FIFA as well as any Competition in which the Club is a participant which affect the Player, as may be applicable or in force from time to time including any rules relating to anti- corruption.
      14. “**Season**” shall have the same meaning as defined under the AIFF Regulations on the Status and Transfer of Players.

(bb) “**Squad**” shall mean the squad of players from time to time from which the Team shall be selected.

(cc) “**Team**” shall mean the members of the Squad representing the Club in any Match including any substitutes.

(dd) “**Team Official**” shall mean (i) in relation to the Team any employee, coach, manager, scout, doctor, medical officer or physiotherapist and/or (ii) any other individual employed by or representing the Club including any director, secretary or officer of the Club.

(ee) “**Term**” shall have the meaning in Clause 3.

* + 1. For the purposes of this Agreement:

1. The singular shall include the plural and vice versa and any gender includes any other gender;
2. References to person shall include any entity, business, firm or unincorporated association; and
3. References to statutory enactments or to the Regulations shall include re- enactments and amendments of substantially the same intent as the original referenced enactment or Regulations.
   * 1. The headings of this Agreement are for convenience only and not interpretation.

# Appointment and duration:

* + 1. The Club owns and operates, under its auspices, [*name of club team to be inserted-*], a professional football team participating in a Competition in India and hereby engages the Player as a professional football player in accordance with the terms and conditions of this Agreement and subject to AIFF Rules, AFC Rules and FIFA Rules and Regulations that may be applicable and in force from time to time.
    2. The Club, through this Agreement, has agreed to engage the Player to represent the Club as a footballer in the Competition(s) that the Club may participate in, and the Player has agreed to such engagement in accordance with the terms and conditions of this Agreement and subject to the AIFF Rules, FIFA Rules and any other Regulations that may be applicable and in force from time to time. The Parties herein agree that this Agreement shall remain in force until the Term specified under Clause 3, subject to any early termination pursuant to this Agreement. However, the Club shall release the Player for national duty for the purpose of representing his country if and when called upon to do so by the concerned national association which is the national sports federation governing the sport of football in that country.
    3. Notwithstanding anything contained herein, it is clarified that the commitment of the Player as contemplated in this Agreement shall not be utilized to negatively affect the health of the Player and/or his educational pursuits, if any, beyond the realm of commonly accepted risks and practices engaged in while playing professional football.

# Term:

* + 1. This Agreement shall come into force with effect from [*date to be inserted*] and shall remain in force for a period of [*to be inserted*] years until [*date to be inserted*], unless terminated earlier or further renewed in accordance with this Agreement and in accordance with the terms of Clause 3.2 below (“**Term**”).
    2. The Parties agree that the Term of this Agreement may be extended, subject to mutual agreement between the Parties whereby the Parties mutually agree to the period of extension by executing a jointly signed notice of such extension.
    3. The Player shall not, either directly or through the Player’s representatives, agree to and/or engage in and/or solicit, without prior written consent from the Club, any arrangement similar to the one contemplated under this Agreement with any third party and/or discussions and/or negotiations and/or meetings with any third party, towards concluding any arrangement similar to the one contemplated under this Agreement, until

6 (six) months prior to the expiration of this Agreement i.e., on or prior to [*date to be inserted*] (“**Exclusive Negotiating End Date**”). In the event that the Player and the Club are unable to agree on the terms and conditions of renewal prior to the Exclusive Negotiating End Date as contemplated under Clause 3.3, the Player may enter into negotiations with a third party without requiring any consent from the Club.

* + 1. Without having received prior written consent for the same from the Club, the Player shall not, prior to the Exclusive Negotiating End Date, either directly or through the Player’s representatives, solicit, consider or present to the Club, and the Club shall not be obligated to respond to, any third party offer for any engagement of the Player for providing footballing services.
    2. The Player hereby agrees, accepts and warrants that any breach of and/or failure on the Player’s part to abide by the provisions of Clause 3.3 and Clause 3.4 as stated above shall amount to a material violation of this Agreement and shall entitle the Club to terminate this Agreement with just cause along with the consequences as stipulated under Schedule II Article 1.4.

# Entire Agreement:

* + 1. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in writing in this regard by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement, except for this Agreement itself are abrogated and withdrawn. If another agreement is signed at a later stage on the subject area(s) of this Agreement between the Parties, then the Parties are obliged to refer to this or any subsequent agreement, and a copy of such agreement must be uploaded in CRS.
    2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
       1. Agreement;
       2. Schedules I-II of this Agreement; and
       3. Communications and/or instructions, if any, issued and accepted from time to time for provision of the services under this Agreement.

# Intermediary:

* + 1. The Player hereby states and confirms that [*insert name of individual or individual acting on behalf of any agency*] acted as an intermediary on behalf of the Player with regard to the negotiations leading up to this Agreement, and the execution of this Agreement itself.
    2. The Club hereby states and confirms that [*insert name of individual or individual acting on behalf of any agency*] acted as an intermediary on behalf of the Club with regard to the negotiations leading up to this Agreement, and the execution of this Agreement itself.
    3. The Parties hereby state and confirms that [*insert name of individual*] acted as an interpreter/translator with regard to the negotiations leading up to this Agreement, and the execution of this Agreement itself.4

# Loan

* + 1. The Parties agree that the Club may loan the Player to another club for a part or whole of the Term, at any stage during the Term of this Agreement during one of the player registration periods (transfer windows) as followed by AIFF and communicated to FIFA, provided the same is mutually agreed in writing by both Parties, prior to any documentation being executed/registered and uploaded to the AIFF CRS with regards to such a loan arrangement.
    2. The Parties further agree that where any such loan arrangement as mentioned and envisaged above in Clause 6.1 is of an international nature, then such loan arrangement will be conducted as per the applicable FIFA guidelines for the same, including as specified in the FIFA Regulations on the Status and Transfer of Players as well as applicable rules, if any, of the concerned transferee national association or federation.

# Duties and Obligations of the Player:

* + 1. The Player hereby agrees to use best efforts during the Term to:
       1. make himself available for participation exclusively for any Competition in which the Club is a participant(s) throughout the Term and for a period of up to [*number to be inserted*] days prior to such Competition(s) for promotional appearances, if necessary, for a minimum period of time, being not less than [*number to be inserted*] hours per day;
       2. abide by the terms and conditions of this present Agreement;
       3. readily attend all Matches and participate in all such Match(es) in which he is selected to play as a part of the Team;
       4. attend and report punctually and participate in all training(s) and practice session(s) and any other practice or exhibition Match(es)/ session(s) as scheduled by the head coach and management of the Club;
       5. train and play to the best of his skills and ability, at all times, in both Match(es) and training session(s);
       6. make available to the Club and/or the Team Officials of the Club, all his medical records and history, during the Term of this Agreement, if requested to do so by the Club and/or Team Officials;
       7. maintain a healthy lifestyle and high standard of physical fitness at all times except to the extent as may be prevented by injury, infirmity or illness, and not indulge in

4 To be retained if applicable.

any activity, sport, or practice which might endanger such physical fitness and/or inhibit/impair his mental or physical ability to play, practice or train;

* + - 1. play football exclusively for the Club, except his national and/or state team5 commitments, if any, during the Term and not play for or be associated with any other league team/third party/ club unless agreed to by the Club through a loan agreement duly notified and uploaded on the AIFF CRS;
      2. observe and abide by the laws of the land, Laws of the Game of football when playing, World Anti-Doping Agency Code, the National Anti-Doping Agency Regulations, AIFF Rules, FIFA Rules, AFC Rules and all other applicable rules and Regulations, including regulations for any Competition in which the Club is a participant(s) during the Term of this Agreement;
      3. if requested by the Club, the Player shall attend and give press conference(s) or interview(s):
         1. prior to or after any Match; and
         2. at any other reasonable time,

being in each case, of the kind which are traditionally given in respect of such occasions, and if the Player is the Team captain for any Match then he shall, in addition to the above, perform all such activities, including Media duties, as would normally be performed by the Team captain;

* + - 1. wear playing and training apparel/kits (excluding footwear and gloves) only as provided by the Club while performing obligations under this Agreement;
      2. sign all such products and merchandise as the Club, may reasonably request including, without limitation, team shirts, photographs, caps and footballs;
      3. be bound by and fully observe AIFF Rules and Club Regulations and in the case of any conflict between the same, the Player agrees that the AIFF Rules take priority;
      4. comply with and act in accordance with all the lawful instructions of any authorized official of the Club;
      5. immediately notify the Club in case of illness and/or injury and/or accident and submit promptly to such medical, physical, dental and psychological examinations as the Club may reasonably require and undergo (at no expense to himself) such treatment as may be prescribed by the Club’s medical or dental advisers or the Club’s insurers;
      6. behave in a sporting manner towards opponents and official(s) involved in Match(es), as well as teammates during training(s) and/or Match(es) and also accept decisions made by match officials;
      7. not infringe the applicable anti-doping regulations of National Anti-Doping Agency, World Anti-Doping Agency, AIFF and/or AFC/FIFA as well as the regulations framed for this purpose, if any, by organizers of any Competition in which the Club is a participant, and shall submit promptly to any anti-doping testing and/or sample collection procedures as may be requested by AIFF, the concerned authorities and/or AFC/FIFA;

5 It is clarified that state team requirements/commitments would only be applicable for an Indian player, and as per the relevant provisions stated in the AIFF Regulations on the Status and Transfer of Players

* + - 1. The Player shall:
         1. refrain from placing bets or attempting to place bets himself and/or through third parties (such as family members), either for his own account or for that of a third party, on any Matches and/or Competition(s) including but not limited to those in which the Club is directly and/or indirectly involved, including bets on the occurrence or non-occurrence of certain events during a Match, half-time and final result etc;
         2. refrain from engaging, encouraging or supporting any third parties to place such bets and also refrain from disclosing to any third party any relevant information that is not in the public domain or to which only he as a Player has access, which may be used for betting or gains of any nature;
         3. immediately inform the Club, AIFF and the organizer of the Competition in which the Club is a participant about any offers, financial or otherwise, received from third parties, including without limited to in lieu of fixing any Match (engineering a victory, draw, or defeat, or any pre-determined result), injuring a member of one’s own Team or that of the opponent, manipulating the circumstances and conditions of the Match or pitch or any related activity/event/result and/or harassing the opposing team either during or before the game involving the Club and/or any other club. This obligation of the Player to provide information shall sustain even if the Player has declined such offers and/or refused to engage in any match-fixing activity; and
         4. acknowledge and accept that any failure on his behalf in adherence to the provisions of this Clause 7.1(r) shall not only be deemed as a ‘material violation’ of this contract, but also as an act punishable under the relevant AIFF and/or AFC/FIFA Rules and Regulations and the respective criminal legislations applicable in India thereby entitling the Club to terminate the present Agreement with ‘just cause’ along with the consequences as stipulated under Schedule II Article 1.4.
      2. undertake such other duties as are reasonably requested by the Club or the organizer of a Competition in which the Club is a participant;
      3. take due care of any property (including cars, houses etc) of the Club which has been provided to him in connection with his engagement under this Agreement and return the same, upon termination, to the Club in a reasonable and proper condition;
      4. except for any official prize money/ gift/ benefit, refrain from receiving any gift/ benefit, which may or may not be monetary in nature, from any individual who is a part of the Club and/or a third party unless the same is intimated in writing to the Club before receiving any such gift and provided that it does not contravene any rule under the AIFF Disciplinary Code or AIFF Code of Ethics or any other applicable Regulations.
    1. The Player shall use best efforts to ensure that the Player shall not, during the Term:
       1. be involved in any activity which will knowingly cause to be void or voidable any policy of insurance maintained by and/or for the benefit of the Club in respect of the Player, or which will invoke any exclusion of the Player’s cover pursuant to any policy of insurance maintained by and/or for the benefit of the Club in respect of the Player;
       2. wilfully breach the terms and conditions of this Agreement including but not limited to Clause 7 of this Agreement;
       3. wilfully breach any AIFF Rules and/or FIFA Rules and/or AFC Rules and other Regulations in force and applicable at the time;
       4. commit any act amounting to an offence and/or illegal act and/or criminal act under the respective criminal legislations in force in India;
       5. when playing or training, wear anything (including jewellery) which is or could be dangerous to him or any other individual or which diverts the attention of the Player or any other individual;
       6. be engaged or involved in any trade, business or occupation or participate in any other sporting or athletic activity without the prior written consent of the Club provided that this provision shall not:
          1. prevent the Player from making any investment in any business and/or trade so long as the same does not conflict and/or interfere with his obligations hereunder; or
          2. limit the Player’s right to undertake any educational and/or vocational training programme.
       7. do or say anything which will or is likely to bring the Club, any Competition in which the Club is a participant, AIFF, any other team in such Competition and their respective representatives and/or the game of football into disrepute or to cause any loss or damage of any kind to any of them including without limitation as a result of any comment made to the Media or via any social media platforms which shall include, but not be limited to, Twitter, Instagram and/ or Facebook (and any other social media and/or interactive platforms) and any inappropriate gestures to spectators;
       8. except in the case of an emergency, arrange or undergo any medical treatment/procedure without first giving the Club proper details of the proposed treatment/procedure and the physician/surgeon involved and requesting the Club’s consent which the Club will not unreasonably withhold;
       9. in any manner commit or purport to commit the Club to any financial or other contractual obligation of any kind and/or for any purpose without the prior written consent of the Club;
       10. criticize in public any match official, any official or employee of the Club, any official or employee of the organizer of a Competition in which the Club is a participant or any Player;
       11. in any way endorse, wear or otherwise use any other sports, leisure and/or fitness clothing, accessories and/or equipment when carrying out the services and other duties under this Agreement, or otherwise create or imply or allow to be created or implied any connection or association between: (i) any other brand, manufacturer or distributor of sports, leisure and/or fitness clothing, accessories and/or equipment; and (ii) the Club and/or the fact of the Player’s engagement by the Club other than the brands associated with the Club or the Club Partner(s) as may be informed and communicated in advance in writing to the Player by the Club, except

when performing services under his respective national or state6 association to represent his country or state7 in a football tournament;

* + - 1. attempt to influence the outcome of any Matches by means other than the skill of the players, including but not limited to being involved in or participating (whether by act or omission) in match-fixing or spot fixing or any attempt to manipulate the result of the Match or any particular action in a Match or any related activity/event/result.
      2. disclose the terms and contents of this Agreement or make any public comment regarding his contractual position or relationship with the Club or his relationship with the Club at any time without the Club’s prior written consent, except as provided for under Schedule II Article 4 of this Agreement.
      3. be accredited or act as a journalist or in any other capacity for any Media organization without the consent of the Club; or
      4. provide, without the consent of the Club, exclusive interviews or commentaries or enter into any contractual arrangements or understandings, as a result of which, the Player agrees to provide exclusive interviews with or appearances in or on any element of any Media or Media organization including writing articles or appearing in shows on television or new media.
    1. The Player shall use best efforts to ensure his participation in such leagues, tournaments, domestic and/or international Matches, as is entered into by the Club or is required under the terms of any loan agreement that may be entered into by the Club with any domestic or international football club during the Term.

# Promotional Appearances/Sponsorship:

* + 1. The Player shall endeavour to ensure that he shall, during the Term, except when performing services for his national football association and/or representing his country and/or representing his state (for an Indian player) in a football tournament:
       1. participate in such events and comply with such requests as may reasonably be required by the Club to promote the Club and/or any Competition(s) in which the Club is a participant, including but not limited to making up to [*number to be inserted*] promotional appearances (each of a maximum of [*number to be inserted*] hours excluding travel time) and the granting of interviews and photographic opportunities as well as making appearances on television shows, publicity events and on ground activities.
    2. It is clarified that for the purposes of Clause 8.1 (a) hereinabove, all requests to the Player for promotional activities for the benefit of a Competition in which the Club is a participant, shall be made by the Competition(s) through the Club, and the Player shall accommodate such requests as per the existing schedule of the Player.

6 Only for Indian players

7 Only for Indian players

* + 1. The costs of such participation in the above-mentioned events shall not be borne by the Player. The Player shall however, not be entitled to any further and/or additional remuneration over and above what is stated in **Schedule I** of this Agreement from the Club and/or Competition(s) organizer, for such participation.
    2. The Player grants to the Club, for the benefit of the Club (with the right for the Club to sub-license such rights to others including, but not limited to, the official broadcaster of a Competition in which the Club is a participant), the right only to the extent of his performance of services under this Agreement for the duration of such rights existing worldwide:
       1. during the Term to photograph and/or film the Player both individually and as a member of the Squad when he is involved in activities relating to the Team including all and/or any activities and appearances referred to in this Agreement including but not limited to Clause 8.1;
       2. during and after the Term, to use the Player Identification and any recording of the Player during performance of his services under this Agreement including but not limited to under this Clause 8, in any Media for publicity and promotional purposes for the Club.
    3. The Parties hereby agree and accept that in each case during and in connection with the broadcast of Matches of a Competition in which the Club is a participant and/or the promotion (through any means including but not limited to print and/or Media and/or any other audio/visual medium) of the Club and/or pursuant to any rights granted to any Club Partner by the Club, no such use of Player Identification shall be in a manner so as to imply any individual endorsement by the Player of any Person, product, brand or service. The Player Identification will not be used with less than two (2) other sportsmen for such broadcast of Matches and/or the promotion (through any means including but not limited to print and/or Media and/or any other audio/visual medium) of the Club and/or pursuant to any rights granted to any Club Partner by the Club during the Term.8
    4. The Parties hereby agree, accept and warrant that any copyright material created through the Player’s rendering of services and performance of his obligations under this Agreement automatically vests in the Club, and to the extent necessary, the Player grants and assigns to the Club, all rights including copyright resulting from his participation in a Competition in which the Club is a participant and performance of this Agreement, with the grant and assignment being effective throughout the world, for the full period of right including copyright and all renewals and extensions of copyright. The Club shall be entitled to exploit the Player Identification for any Competition in which the Club is a participant during the Term, in all Media now known or invented in the future, in such manner as Club may in its sole discretion determine.
    5. After the expiry of the Term of the Agreement, the Player grants to the Club a non- exclusive, royalty-free, limited license to utilize the Player Identification and trademarks

8 This is optional, to be retained/deleted/modified as per negotiations between parties on a case to case basis

in the form and manner previously approved by the Player (such as signage, marketing materials, promotional items, advertisements, publicity brochures and website screen shots) and/or as specifically shown or referenced in any Match or other activity during the Term of this Agreement for:

* + - 1. purpose of selling, rebroadcasting or other commercial transaction, involving events of a Competition in which the Club participated during the Term of this Agreement, by or through any Media; or
      2. archival or historical purpose; or
      3. as a reference in any book, article, movie, radio, television or internet broadcast.
    1. The Player waives all moral or equivalent rights (to the fullest extent allowed by law) to which he is or may become entitled to under the laws of any country in relation to the performance of this Agreement including without limitation this Clause 8.
    2. The Player shall not at any time during the Term, act in any way which knowingly conflicts with any agreement the Club may have with its partner(s) and which the Player has been informed about in advance in writing by the Club.
    3. The Player shall not, during the Term, undertake promotional activities or exploit the Player Identification in connection with the Club or the Team in any way and/or through any Media nor grant the right to do so to any third party, except to the extent specifically herein provided or otherwise specifically agreed with the Player, however nothing in this contract shall prevent the Player from undertaking promotional activities or from exploiting the Player Identification so long as:

1. the said promotional activities or exploitation do not interfere or conflict with the Player's obligations under this Agreement; and
2. the Player gives reasonable advance notice to the Club of any intended promotional activities or exploitation.
   * 1. Nothing in this Clause 8 shall prevent the Club from entering into other arrangements additional or supplemental hereto or in variance hereof in relation to advertising marketing and/or promotional services with the Player or with or for all or some of the Club’s players (including the Player) from time to time.

# Player Clothing:

* + 1. The Player shall, at all times, when attending training, Competitions, Matches and official functions in his capacity as the Player, wear only such apparel/clothing as approved and directed by the Club.
    2. Whilst performing his duties and obligations under this Agreement the Player shall wear only such apparel/clothing as is supplied or approved by the Club and shall not display any badge, mark, logo, trading name or message on any item of apparel/clothing without the written consent of the Club and/or an authorized Team Official.
    3. Notwithstanding Clause 9.2, the Player may when he is playing in a Match or during training, wear and use any footwear and/or goalkeeping gloves, and display the corresponding trade mark, logo or name of the manufacturer of such footwear/goalkeeping gloves, provided such manufacturer’s logo shall be the only logo on such item (footwear and goalkeeping gloves), shall be no larger or more prominent than is usually the case in respect of such item (footwear and goalkeeping gloves) and shall be compliant with any applicable Regulations.
    4. The Player shall not use or permit the use of the apparel/clothing, footwear and equipment supplied to him by the Club for any commercial purposes other than those as required by the Club under this Agreement and acknowledges that all such items shall remain the property of the Club.

# Remuneration:

* + 1. In consideration for the Player providing his services and performing his obligations as required under this Agreement for the Term of this Agreement, the Club shall pay to the Player, the compensation and provide other facilities as are set out in **Schedule I**, attached herein with this Agreement.
    2. The Player hereby agrees and accepts that the Player shall not be entitled to any further payments other than as expressly mentioned under this Agreement.

# Fine:

* + 1. In addition to refund of any Compensation received under this Agreement in advance, if any, the Player hereby agrees that the he shall be liable to sanctions including, but not limited to, a fine of a sum equivalent to up to 50% (fifty percent) of the amount of the Fee payable annually to him, if after entering into this Agreement, the Player fails to make himself available for any Competition in which the Club is a participant, without just cause.
    2. The Player hereby agrees that he shall be liable to sanctions including, but not limited to, a fine of a sum equivalent to up to 10% (ten percent)9 of the amount of the Fee payable annually to him, if after entering into this Agreement, the Player fails to obey Club rules10 which have been duly communicated to him in advance of signing this Agreement by the Club in writing.
    3. In case the Player fails to make himself available for any Competition in which the Club is a participant, without just cause, the Player hereby agrees that the same shall also amount to a material violation of this Agreement and shall entitle the Club to terminate this Agreement with just cause and take any legal/disciplinary action against the Player as it deems fit including but not limited to any action as stipulated under Schedule II Article 1.4.

9 To be retained/deleted/modified as per negotiations between parties on a case to case basis

10 It is clarified that the Club rules are intended to be standard in nature as per club rules followed by other clubs.

# Club Obligations:

* + 1. The Club shall, throughout the Season:
       1. abide by and obey the terms and conditions of this Agreement and refrain from wilfully breaching the terms and conditions of this Agreement;
       2. observe, abide by and refrain from wilfully breaching the laws of the land, Laws of the Game of football, World Anti-Doping Agency Code, the National Anti- Doping Agency Regulations, AIFF Rules, FIFA Rules, AFC Rules, all other applicable rules and Regulations during the Term of this Agreement;
       3. refrain from committing any act amounting to an offence and/or illegal act and/or criminal act under the respective criminal legislations in force in India from time to time;
       4. make the payments due to the Player under this Agreement in a timely and diligent manner;
       5. observe and obey the Club Regulations as well as the other applicable Regulations;
       6. provide the Player with copies of all the Regulations (unless the same are published on the official website of the AIFF or FIFA or AFC or any Competition in which the Club is a participant, in which case the Player shall be obliged to familiarise himself with the same), the Club Regulations and any other rules or Regulations which affect the Player and of the terms and conditions of any policy of insurance in respect of or in relation to the Player with which the Player is expected to comply;
       7. provide the Player with access to the Club’s facilities as considered appropriate by the Club;
       8. promptly arrange appropriate medical and dental examinations and treatment for the Player at the Club’s expense in respect of any Player Injury or reimburse the Player for the same upon production of due and valid documents in this regard, subject to the approval of the Club doctor, which shall not be unreasonably withheld;
       9. comply with all relevant statutory provisions relating and applicable to the engagement of the Player;
       10. at all times maintain and observe a proper health and safety policy for the security, safety and physical well-being of the Player when carrying out his duties under this Agreement;
       11. endeavour to encourage and support Player to follow any course of further education and/or vocational training which the Player wishes to undertake, provided that the same shall not impede or encroach on the time and/or professional commitments of the Player towards the Club under this Agreement and as per usual practices in professional football;
       12. maintain strictest confidentiality of the medical reports, history and records made available to the Club and/or the Team Officials, by the Player during and after the Term of this Agreement save for the purposes of assessing the Player’s health, seeking medical opinions and obtaining insurance covers;
       13. release the Player as required for the purposes of fulfilling the obligations in respect of representative matches to his national association pursuant to the statutes and AIFF/AFC/FIFA Rules;
       14. provide a playing, training and traveling environment that is free of any unreasonable risk to the health and safety of the Player and meets the minimum medical standards prescribed;
       15. make available a medical advisor / physiotherapist and reasonable medical facilities at each Match venue and practice/training venues;
       16. refrain, in any manner, from committing or purporting to commit the Player to any financial or other contractual obligation of any kind and/or for any purpose without previously informing the Player in writing;
       17. refrain from disclosing the terms and contents of this Agreement or making any public comment regarding its contractual position or relationship with the Player at any time without the Player’s prior written consent, except as provided for under Schedule II Article 4 of this Agreement
       18. take out and maintain medical expenses insurance in relation to Player Injury(ies) and illness, which shall cover the cost of any emergency treatment required by the Player for the entire Term, and also maintain adequate insurance coverage for any accident/illness and/or the death of the Player, if it occurs during the Term of the Agreement.
    2. For the avoidance of doubt, the Club is not obliged to select the Player to play in any Match and the decision of whether the Player shall play in a particular Match or not shall depend upon the performance and general form of the Player.

# Injury and Illness:

* + 1. The Player shall immediately report any injury or illness to the Club and shall obey the Club’s subsequent instructions in this regard. The Parties hereby agree that any injury and/or illness and/or incapacity shall be determined by a doctor appointed by the Club.
    2. If the Player suffers a Player Injury and by reason of this the Player shall become temporarily incapacitated from playing for the Club, the Player shall continue to receive the Fee unless such injury and/or incapacity is a consequence of any breach by the Player of the terms of this Agreement and/or purposely self-inflicted by the Player and/or due to gross negligence on the part of the Player. The Club’s obligation to pay the Fee to the Player for the period of injury and/or illness and/or incapacity shall expire at the latest on the expiry date of the Agreement.
    3. During the time of injury and/or illness and/or incapacity the Player shall be relieved of any duties that he/she cannot participate in according to the Club doctor’s certification.
    4. Subject to the preceding clause, the Player shall, during the time of injury and/or illness and/or incapacity, continue to fulfil his duties towards the Club including but not limited to attending sponsor-related events including travel to these events, guided training and rehabilitation regimen/programmes overseen by the Club and any other training

programme, Matches, training camps which form a part of the guided training and rehabilitation regimen/programme prescribed or approved by the Club medical staff.

* + 1. The Player hereby agrees and accepts that any Fee payable to him by the Club during incapacity or injury or illness shall be withheld if the Player fails to adhere to the Club doctor’s orders concerning medication and recuperation and/or the guided training and rehabilitation regimen/programmes prescribed by the Club.
    2. The Club shall not be held liable and/or responsible for any injury or death caused to the Player during the course of a Match and/or training session unless caused due to gross negligence on the part of the Club. The Club shall undertake to ensure that the Player receives sufficient insurance coverage at all times during the Term for any injury or even death which may occur during the course of a Match and/or training session.

# Permanent Injury

* + - 1. In the event that the Player suffers a Player Injury of a permanent nature and/or the Player has been permanently incapacitated from playing by reason of or resulting from a Player Injury for a period (consecutive or in the aggregate) amounting to eight consecutive months, at any time during the Term of this Agreement, the Club shall be entitled to serve a notice upon the Player, terminating this Agreement.
      2. The length of such notice from the Club in the circumstances as stated in the preceding clause shall be three months.
      3. In the case of any notice of termination given under this Clause 13.7 the Club shall be entitled by further notice on or after serving notice of termination to terminate this contract forthwith on paying to the Player, at the time of such termination, the remainder of his remuneration as per the Term and/or any other sums due to him under this Agreement and/or the value of any other benefits which would be payable or available to the Player during the remainder of the period as per the said notice of termination.
    1. The Club shall maintain detailed record(s) of any injury(ies) suffered by the Player during the Term, including any which may be incurred while on duty with the Player’s national team, and the same shall be maintained in a confidential manner to be used only for internal assessment and analysis purposes by the Club, and may be not be disclosed to any third party during or after the Term except with the prior written permission of the Player.
    2. The Player has the right of a second opinion by an independent medical specialist if he contests the medical opinion of the Club in any matter. The cost of the second opinion shall be borne by the Player. If there are still differing opinions, the Parties agree on consulting and accepting an independent third opinion on a shared cost basis, which will be binding in this regard.

**Schedules I to II** shall form an integral part of this Agreement.

Signed by the Parties or their duly authorized representatives on the dates mentioned below.

DATE\_\_\_\_\_\_\_\_\_\_

For and on behalf of

[*Name of club corporate entity entering into agreement to be inserted – eg. XYZ Private Limited*]

DATE\_\_\_\_\_\_\_\_\_\_

[*Name of player to be inserted* ]

In [*Insert name of place*] In the presence of:

1.

2.

# SCHEDULE I

**PLAYER REMUNERATION AND OTHER FACILITIES**

1. **Remuneration:**
   1. For the period from [*date to be inserted*] to [*date to be inserted*] the Club shall pay to the Player a total fixed sum of INR 100/- (Indian Rupees One Hundred) (the “**Fee**”) which shall be paid in equal monthly instalments of INR 10/- (Indian Rupees Ten) each, from [*date to be inserted*] to [*date to be inserted*] (on or before the 7th (seventh) day of the subsequent month after the month for which the payment is being made) and the last instalment will be paid in the last week of [*month and year to be inserted*].

# Facilities provided11:

* 1. The Club shall (in accordance with any applicable Regulations) provide the following facilities to the Player:
     1. accommodation during the Season;
     2. food and beverages during Competition(s) and Club duty;
     3. travel for Competition(s) and Club duty;
     4. local conveyance during Club duty; and
     5. Phone SIM Card at the sole discretion of the Club (Concerned bills to be paid by Player); and
     6. repayment of any reasonable costs incurred by the Player to obtain any Fitness Report and/or other medical report(s) requested by the Club (such costs to be paid by the Club to the Player at or around the time that the first payment is made to the Player under Article 1, above).

1. **Bonus**12:
   1. The Player will receive a bonus payment (“**Bonus**”) as per the below-mentioned provisions which shall constitute a part of the compensation payable to the Player by the Club, on the successful completion and/or attainment of the respective requirements as specified therein:
      1. The Player will be paid as follows, for every appearance for a competitive match, playing for any age group level for the Indian national team13 during the Term.
         1. If playing from the start of the match – Rs. [*to be inserted*]
         2. For being named as or playing as a substitute – Rs. [*to be inserted*]
         3. If not played from the start or as a substitute but named as a part of the overall squad - Rs. [*to be inserted*];
      2. The Player will be paid Rs. [*to be inserted*]/- (Rupees [*to be inserted*]) if selected for the senior national team of his country during the Term.
      3. The Player will be paid Rs. [*to be inserted*]/- (Rupees [*to be inserted*]), if he is capped 10 (ten) times, for the senior national team of his country in international matches, during the Term.

11 This is an indicative list and may further include details of accommodations, vehicle(s) provided, laptop(s) provided etc.

12 To be retained as per discretion of parties

13 For Indian players

* + 1. The Player will be paid Rs. [*to be inserted*]/- (Rupees [*to be inserted*]) for every goal scored for the Club in competitive Matches during the Term.
    2. The Player will be paid Rs. [*to be inserted*]/- (Rupees [*to be inserted*]) for every goal assisted as per official records for the Club in competitive Matches during the Term.
    3. The Player will be paid Rs. [*to be inserted*]/- (Rupees [*to be inserted*]) for every clean sheet (meaning non-conceding of any goals) in favour of the Club during a competitive Match where the Player has played, during the Term.

# Total Compensation:

The Fee and the Bonus, if any, payable by the Club to the Player shall together constitute the compensation (“**Compensation**”) payable to the Player by the Club under this Agreement.

# Deductions:

* 1. The Player authorizes the Club to deduct from the Compensation, any sums due from him to the Club including, without limitation:
     1. any over-payments, loans or advances made to him by the Club as evidenced in writing;
     2. the cost of repairing any damage or loss to the Club's property caused wilfully by him;
     3. any monies disbursed and/or liabilities incurred by the Club on behalf of the Player with the Player’s prior consent;
     4. any fines properly and reasonably imposed upon him by the Club including but not limited to sanctions under Clause 11 of this Agreement and/or the AIFF/ AFC/FIFA.

# Taxes, Payment and Documentation:

* 1. The total Compensation payable to the Player under this Agreement is inclusive of withholding tax or any other statutory deduction but exclusive of other applicable indirect taxes (including Goods and Services Tax or GST) and duties in India. For clarification, the Compensation shall be ‘gross of withholding tax’ i.e. the Club shall deduct the appropriate withholding tax and make the net payment to the Player and issue a certificate for the deduction of such tax to the Player as soon as practicable. The Player shall ensure his registration under the respective provisions of GST. For further clarification, all direct tax obligations including income tax obligations as per the prevailing applicable laws shall be borne by the Player himself. The Player shall ensure his registration under the respective provisions of GST and comply with all other applicable requirements in this regard.
  2. The Compensation, less any appropriate withholding tax, shall be paid into such bank account in the name of the Player as he shall specify in writing. The Compensation is exclusive of any applicable GST which shall be paid by the Club in accordance with applicable law.
  3. Player shall provide necessary documents, including copy of PAN, GST registration certificate, invoice and proof of payment of GST, if required by the Club.

# Leave and Holidays:

* 1. The Player shall be entitled to paid leave of upto 4 (four) weeks per 12 (twelve) month period, where the period of paid leave must be informed to the Club in advance and must be taken outside the period when Competitions are being played, and where at least 2 (two) weeks of the leave is taken consecutively, unless mutually agreed otherwise between the Parties.

# SCHEDULE II GENERAL PROVISIONS

1. **Termination and sanctions:**
   1. The Club may terminate this Agreement with just cause and immediate effect by providing written notice to the Player, if the Player:
      1. is guilty of Misconduct; or
      2. is convicted of any criminal offence which in the Club’s opinion prejudicially affects the Club and/or the reputation of the Club and/or the reputation of a Competition in which the Club is a participant and/or the continuity of a Competition in which the Club is a participant; or
      3. has indulged in abusive conduct with the aim of forcing the Club to terminate or change the terms of the Agreement.
   2. Prior to the issuance of a notice of termination under Article 1.1 above, the Player shall have the right to provide a written explanation for the grounds mentioned in Article 1.1 (a), (b) and (c) and the Club is required to provide the Player a hearing in due compliance with the principles of natural justice, equity, equal representation and fair play, and take a reasoned decision on whether to issue a termination notice and confirm the termination of the Agreement.
   3. The Club may terminate this Agreement, with just cause, by giving 3 (three) months’ written notice to the Player, if the Player commits any material breach or non-observance of any of the obligations in this Agreement or, after having been given written warning for such breach and/or non-observance, commits any repeated or continued breach or non-observance of any of the obligations in this Agreement or any of the express or implied obligations arising from the Agreement, which (if remediable) the Player fails to remedy within 15 (fifteen) days after receiving notice from the Club of such breach or non-observance.
   4. Upon termination of this Agreement by the Club under Article 1.1, 1.2 and 1.3 above and/or upon termination of this Agreement by the Player without just cause, the Club shall be entitled at its discretion to take any and/or all of the following steps14 with or without further notice to the Player:
      1. to release the Player’s registration with the Club if held by the Club;
      2. to issue a press release to the extent that the Agreement stands terminated;
      3. to withhold all pending Compensation payable to the Player;
      4. to withdraw all other facilities made available to the Player;
      5. to demand the immediate return of all Club property/ materials in possession of the Player and/or any other property/materials which have been provided to the Player in pursuance of this Agreement;
      6. to demand that the Player refrain from further use of the Club Marks or any further reference to association with the Club;

14 These conditions may be retained/deleted/modified as per negotiations between parties on a case to case basis

* + 1. to seek appropriate legal remedies including without limitation equitable remedies to enforce the above.
  1. The Player may terminate this Agreement with just cause and immediate effect by written notice to the Club if:
     1. the Club commits a material breach of this Agreement and fails to remedy such breach within 15 (fifteen) days of a written request to this effect (which request is required to refer to this paragraph); or
     2. the Club has indulged in abusive conduct with the aim of forcing the Player to terminate or change the terms of the Agreement; or
     3. the Club has unlawfully failed to pay the Player the concerned fee amount for at least 2 (two) months on their due dates, provided that the Player has served the Club a notice in writing and has granted a deadline of at least 15 (fifteen) days for the Club to fully comply with its financial obligation(s).
  2. The expiration or termination, for any reason, of this Agreement shall be without prejudice to any accrued rights or remedies available to the Parties and shall not affect those of its provisions which are either expressed to survive or are capable of surviving such termination and references to the termination of this Agreement shall include its termination or expiration.
  3. Without prejudice to the Club’s rights to terminate under the remainder of Article 1, the Club shall also be entitled to impose a range of sanctions and penalties on the Player for Misconduct proportionate to the severity and nature of the Misconduct, which could be, without limitation, any, some or all of the following: reprimand, fine, suspension, debarment, withholding of Compensation or any other sanction which is considered appropriate by the Club in the circumstances. In such cases, the Player would have the right to appeal and the right to be accompanied/represented by the club captain during such appeal hearing internally within the Club.

# Warranties/Undertakings:

* 1. The Player warrants and confirms that:

1. he has been certified to be medically and mentally fit under a Fitness Report, and has made a full and honest disclosure to the Club of his past and current medical history (including but not limited to all injuries suffered, medical conditions and treatments) that could in any way affect his fitness and/or ability to play football at any time during the Term; and
2. there are no agreements or arrangements or any disciplinary actions or legal/regulatory charges or proceedings pending against him (or that could potentially be brought against him during the Term) which would or might prevent him from performing his obligations under this Agreement (including in relation to the Player Identification) or being loaned by the Club to another club, as contemplated by Clause 6 above of this Agreement;
3. the Player is an AIFF accredited football player, meaning he is registered on the AIFF CRS15;
4. the Player shall refrain from unauthorized use of any material and/or from any activity as may be informed and communicated in advance in writing to the Player by the Club, which could have adverse impact on the brand equity of the Club or any Club Partner(s) or any Competition(s) in which the Club is a participant;
5. the Player shall train and compete to the maximum potential that would be expected of any player of such repute as the Player;
6. the Player shall attend all sports specific training sessions and all agreed support service sessions (i.e. strength and conditioning, performance analysis, physiotherapy etc.);
7. the Player shall participate in any random or formal drug tests as may be required from time to time within formal training and Competition environment;
8. when using social media, the Player shall not make any contemptuous/defamatory/discriminatory statements with regard to the Club and/or any Competition(s) in which the Club is a participant as well as with regards to Person(s) associated with the Club and such Competition(s) and/or any statements which are denigrating in terms of race, skin colour, gender, disability, language, age, physical appearance, religion, political opinion, birth, social status, sexual orientation, ethnic origin, national origin, social origin etc. and commits to maintaining a positive image of the game of football;
9. the Player has the legal right to enter into this Agreement and to perform and fulfil the obligations and terms and conditions herein;
10. the Player has sought and obtained independent legal advice on the terms and conditions contained herein, has understood the terms and conditions of this Agreement and has been explained the terms and conditions of this Agreement in a language that the Player is conversant with and that the Player has agreed to and understood the same;
11. the Player has not entered into any similar contract with any third party nor has been granted opportunities similar to the services by any third party; and
12. the Player shall abide and comply with all of the conditions as prescribed under Schedule II Article 1.4.

# Intellectual Property:

* 1. The Player hereby unconditionally and irrevocably assigns to the Club, the entire copyright and all other rights of any kind (including without limitation performer’s rights) in respect of any appearance or activity made or undertaken by the Player by way of any promotional appearance for the Club and/or performing his obligations under this Agreement. The Club and the Player acknowledge that all intellectual property rights in relation to activities arranged by the Club for a Competition in which the Club is a participant (including the Player’s performance in each Match) shall accrue for the benefit of the concerned Competition(s).

15 If applicable, registration to specify if there are cases where this is not applicable.

* 1. The Player hereby unconditionally and irrevocably assigns to the Club (with the right for the Club to sub-license the use of such copyright), the entire copyright and all other rights of any kind (including without limitation performer’s rights) in relation to his performance in any Match and any appearances or activities arranged by or on behalf of the Club under Clause 8 of the Agreement or otherwise.
  2. Upon any request by the Club, the Player agrees (for no charge) that he shall use best efforts to ensure execution of such documents and do such acts as may be necessary to give full effect to the terms of this Agreement including without limitation Article 3.1 above.
  3. The Player agrees and acknowledges that all the rights, title and interest in the Club Marks are vested in the Club and that he has no interest of any kind and shall not assert any interest of any kind in the same at any time, both during and after the termination of this Agreement.

# Confidentiality:

* 1. Each Party shall treat as confidential, all information obtained as a result of entering into or performing this Agreement which relates to:
     1. the provisions of this Agreement (including the Compensation);
     2. the negotiations relating to this Agreement; and
     3. the other Party and its business affairs and/or interests.
  2. Each Party shall:
     1. not disclose any such confidential information to any Person other than any of its agents, directors or employees who needs to know such information in order to discharge his duties; and
     2. ensure that any Person to whom any such confidential information is disclosed by it complies with the restrictions contained in this paragraph as if such Person were a party to this Agreement.
  3. Notwithstanding the other provisions of this paragraph, each Party may disclose any such confidential information:
     1. to the extent required by law or for the purpose of any judicial and/or legal and/or investigatory proceedings;
     2. to the extent required by existing contractual obligations;
     3. to its professional advisers, auditors and bankers provided they have a duty to keep such information confidential;
     4. to the extent the information has come into the public domain through no fault of that Party; or
     5. to the extent the other Party has given prior written consent to the disclosure.
  4. Notwithstanding the other provisions of this paragraph and this Agreement, it is expressly acknowledged and agreed by the Player and the Club that in view of transparency and prevention of malpractice, key terms of this Agreement, specifically the Term and the Compensation payable, may be disclosed to the AIFF by the Club if the Club is directed to do so by the AIFF with the intention of the information being published officially by the AIFF. Each Party shall be entitled to refer to the fact that they have entered into this Agreement without being in breach of this Article 4.
  5. The restrictions contained in this paragraph shall continue to apply after the termination of this Agreement without limit in time.

# Miscellaneous:

* 1. Severability:

Each of the provisions contained in this Agreement are considered to be reasonable by the Parties and each clause, sub-clause, paragraph and sub-paragraph shall be construed as independent of any other provision. If any provision of this Agreement proves to be invalid, void or illegal it shall not in any way affect, impair or invalidate any other provision and the remaining provisions shall remain in full force and effect;

* 1. Assignment:

This Agreement is personal to the Player and the Player may not assign or transfer it to any other Person. The Club shall have the right to assign or novate this Agreement to any Special Purpose Vehicle (SPV) incorporated by the Club for operating the Squad with a prior notice to the Player.

* 1. Amendments:

This Agreement may only be amended through a written agreement which has been signed and/or sealed by all Parties, and the same shall be effective provided that such amendment does not in any manner contravene the relevant Regulations, FIFA Rules, AFC Rules and AIFF Rules.

* 1. Counterparts:

This Agreement may be executed simultaneously in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which shall constitute as one and the same instrument. At least one counterpart is required to be provided to the Player, one to be kept with the Club, along with a copy which is to be uploaded to the AIFF CRS by the Club.

* 1. Notices:

Any notice (“**Notice**”) required to be given for the purposes of this Agreement shall be given by sending the same by registered post, speed post, courier, email, or by delivering the same by hand to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the Party concerned as being its address for the purposes of this paragraph. Any Notice sent by email shall be deemed to have been served on the following business day after the date of transmission, in the location of the recipient. Any Notice sent by post shall be deemed to have been served 4 (four) business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice delivered by hand shall be deemed to have been served on the date of delivery if delivered on a business day between the hours of 0900 – 1800 in the location of the recipient and if not so delivered shall be deemed to have been served on the next business day.

* 1. Force Majeure:

Subject to the other provisions of this Agreement, the failure by a Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, has duly communicated the occurrence of the event to the other Party, and has taken due care and attempted to mitigate the consequences of such event, all with the objective of carrying out the terms of this Agreement without delay. For the purposes of this Agreement, “Force Majeure” means any event or circumstance which renders the performance of any obligations of a Party impossible, arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of any Party, including but not limited to any rules promulgated by AIFF, AFC or FIFA from time to time, the effect of any elections, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, structural damage, public disorder, pandemic, epidemic or other natural disaster or acts of God, war, terrorist action, military operations, threat of terrorist action, hostilities, riot, strike, lock-outs or other industrial action (but not strike, lock-outs or other industrial action attributable to any of the Parties), acts, decisions or omissions of public authorities (including without limitation the courts of India and any regulatory and sports authorities) or any changes in any law, regulation or policy of the government.

* 1. Where the Club has made any payment to the Player during any period of incapacity owing to illness or injury and the Player's absence is due to the action of a third party (other than of another club, player or Team Official) giving the Player a right of recovery against that third party then if the Player makes any claim against such third party, the Player must, where he is reasonably able to do so include as part of such claim from such third party a claim for recovery of any such payment and upon successful recovery repay to the Club, the lesser of the total of the remuneration paid by the Club to the Player during the period of incapacity and the amount of any damages payable to or recovered by the Player in respect of such claim or otherwise by reference to loss of earnings under this Agreement under any compromise settlement or judgment. Any amounts paid by the Club to the Player in such circumstances shall constitute loans from the Club to be repaid to the Club to the extent the Player makes recovery of such amounts from the relevant third party.
  2. Indemnity:

The Player shall, at the Player’s own expense, indemnify, defend and hold harmless the Club, the Club’s parent and holding companies, and their officers, directors, employees, representatives, agents, respective directors, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys’ fees and expenses) and any other loss that may occur, arising from or relating to Misconduct by the Player and/or a breach and/or non- performance by the Player of any of his undertakings, obligations or warranties herein or any of the Players’ acts, errors, misrepresentations, wilful Misconduct or negligence in the performance of the obligations under this Agreement.

* 1. Waiver:

The failure at any time of the Club to demand strict performance by the Player of any of the terms or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment thereof, and the Club may, at any time, demand strict and complete performance by the Player of an underlying provision of this Agreement.

* 1. Release:

The Player hereby declares, confirms and agrees that he understands that there is a certain amount of risk involved in engaging in training and playing Matches for a physical sport like football and that the Player hereby waives any and all claims of any whatsoever nature against the Club and its respective directors, employees, agents and representatives that might result/arise from entering into this Agreement and allied activities as mentioned herein, whether on account of illness, injury, death or otherwise, unless the same is on account of demonstrably gross negligence on the part of the Club.

* 1. Limitation of Liability:

In no event shall the Club or its officers, directors, employees, agents or subcontractors be liable to the Player under any contract, tort (including negligence), strict liability or any other legal or equitable theory for any indirect, special, incidental, consequential or exemplary damages, or lost profits or data, even if it has been advised of the likelihood of such damages occurring. Nothing in this section shall affect any liability which the Club may be subject to under AIFF, AFC, FIFA Rules or any other applicable Regulations.

* 1. Anti-Racism and Discrimination: Both the Club and the Player commit to act against racism and other discriminatory acts in any Match, training session or activity conducted under the provisions of this Agreement and commit to abide by any applicable Regulations with respect to the same. Both the Club and the Player also expressly commit to abstaining from engaging in any behaviour or conduct which may be racist or discriminatory in nature.
  2. Integrity Operations: The Player hereby agrees to extend all cooperation to the integrity operations of any Competition in which the Club is a participant including when requested, to submit their mobiles, laptops and other modes of communication for inspection by the integrity officials appointed by the AIFF or the Competition in which the Club is a participant. The Player hereby voluntarily consents to a polygraph test in order to facilitate integrity operations, which shall not be imposed on the Player unless necessary and is reasonably required under the circumstances.
  3. Relationship between the Parties:

It is understood that the arrangement between the Parties contemplated by this Agreement shall be on a principal-to-principal basis. None of the provisions of this Agreement will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties hereto and neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. The Player shall not expressly or by implication or conduct, under any circumstances represent itself to be an agent of the Club and no act of the Player as is not specifically authorized by the Club in writing shall be binding on the Club.

# Law and Dispute Resolution:

* 1. This Agreement shall be governed by and construed in accordance with Indian law.
  2. In the event a dispute arises between the Club and the Player, regarding any issue other than termination, the Parties agree to seek to resolve the dispute in good faith through a process of good faith negotiations and discussions.
  3. If a dispute between the Club, and the Player is not resolved within ten (10) days of the process contemplated in Article 6.2 then the dispute will be referred for resolution to the AIFF National Dispute Resolution Chamber in accordance with the provisions of the NDRC Regulations, or the AIFF Player Status Committee or any alternate body as may be determined in this regard by the AIFF till such time as the AIFF National Dispute Resolution Chamber is established.
  4. All disputes relating to termination may be referred to the AIFF National Dispute Resolution Chamber in accordance with the provisions of the NDRC Regulations for adjudication, or the AIFF Player Status Committee or any alternate body as may be determined in this regard by the AIFF till such time as the AIFF National Dispute Resolution Chamber is established, directly without undergoing the process referred to in paragraph 6.2 unless both the Player and the Club mutually decide otherwise in writing.
  5. At any stage of the good faith negotiation process referred to in paragraph 6.2 both the Player and Club can mutually agree to refer the matter to the AIFF National Dispute Resolution Chamber for an urgent decision or any alternate body as may be determined in this regard by the AIFF till such time as the AIFF National Dispute Resolution Chamber is established, and, in such circumstances the requirement for the ten (10) day window for good faith negotiations under paragraph 6.2 will not apply.
  6. If the dispute is not within the jurisdiction or scope of the AIFF National Dispute Resolution Chamber or the AIFF Players’ Status Committee, then it shall be referred to arbitration under a sole arbitrator appointed by mutual consent under the provisions of the Arbitration and Conciliation Act 1996 or any modification thereof then in effect. The arbitration shall be in English and the seat and venue of arbitration shall be *[ to be mutually decided and specified by the parties*]. Subject to the above, the Courts at *[to be mutually decided and specified by the parties*] shall have sole and exclusive jurisdiction in respect of all matters addressed under this paragraph 6.6.