

## **COLLECTIVE BARGAINING AGREEMENT**

*Between*

**FEDERAZIONE ITALIANA GIUOCO CALCIO (F.I.G.C.)** [ITALIAN FOOTBALL FEDERATION], **LEGA NAZIONALE PROFESSIONISTI SERIE A (L.N.P. A)** [SERIE A ITALIAN NATIONAL PROFESSIONAL FOOTBALL LEAGUE] *and the*  
**ASSOCIAZIONE ITALIANA CALCIATORI (A.I.C.)** [ITALIAN FOOTBALLERS' ASSOCIATION] *pursuant to Article 4 of*  
**LAW No. 91 of 23 March 1981 as amended**

### **CLAUSE 1**

**- Subject -**

- 1.1.** This Collective Bargaining Agreement (hereinafter, Agreement) governs the financial and legal relationships between the Professional Football Players and the Clubs taking part in the Serie A national championship.
- 1.2.** The following are annexed to this Agreement and form an integral part hereof:
- standard contract form (hereinafter: Form);
  - the form containing the Other Documents (defined at Clause 3.5 hereof);
  - the Arbitration Panel Regulations (hereinafter, respectively, Arbitration Panel and Regulations);
  - the tables referred to in Clause 4.7 hereof;

### **CLAUSE 2**

**- Form of individual contract.  
Agreements limiting professional freedom. -**

- 2.1.** The individual contract between the Club and the Player (the Contract), on penalty of nullity, must be drawn up on the specific standard contract form annexed to this Agreement. The Contract must be signed, again on penalty of nullity, by the Player and by a representative of the Club vested with the necessary powers. The Contract shall be drawn up and signed in 3 (three) originals: 1 (one) for the Club; 1 (one) for the Player; 1 (one) for filing with the League under the responsibility of the Club.
- 2.2.** Pursuant to Article 4(6) Law No. 91 of 23 March 1981, as amended, any non-compete agreements or agreements in any event limiting the professional freedom of the Player shall be null and void for the period following termination of the Contract. Option agreements are permitted both in favour of the Club and the Player, on the dual condition that a specific consideration is provided in favour of the party who grants the option and that the limit of overall duration of the Contract, such overall duration consisting of the sum of the duration provided plus by any extension represented by the option (regardless of the duration of the actual agreement between the parties, which is different from the Contract) does not exceed the maximum duration provided by law. Pre-emption Agreements are not permitted, nor can the Contract be supplemented with such an agreement during the course of the relationship.

### **CLAUSE 3**

**- Filing -**

- 3.1** Within 10 (ten) days following signature of the Contract, in the periods provided by the federal regulations, the Club must file said Contract with the LNP-A which shall perform the verifications for which it is responsible and shall transmit same immediately to the F.I.G.C. for approval pursuant to Article 4 of Law No. 91 of 23 March 1981 as amended. The Club shall notify the Player that the contract has been duly filed with the LNP-A.
- 3.2.** Where the Club does not file the Contract within 10 (ten) days of signature, the Player can do so himself within the time limit of 60 (sixty) days of signature, giving simultaneous notice thereof to the Club.
- 3.3.** Where all the other legal and regulatory prerequisites are satisfied, timely filing of the Contract is a condition for its approval by the F.I.G.C.
- 3.4.** The F.I.G.C. shall send its decisions to the LNP-A in a timely manner, in order that the League can notify the Club and the Player of approval or otherwise.

Where no express approval is given by the F.I.G.C. within thirty days following filing of the Contract, or within any shorter time limit which may be provided by the rules enacted annually by the F.I.G.C. for such approval, the contract will be deemed tacitly approved.

- 3.5.** The terms and conditions of the Contract can be amended or supplemented by Other Documents, to which the same rules apply as for the Contract (those pursuant to Clauses 2.1. and 2.2.) and the provisions of Clauses 3.1. to 3.4. The form for the Other Documents contains a clause which specifies that they form an integral and essential part of the Contract.
- 3.6.** The Player has the right obtain fair indemnity from the Club in the event that the Contract is not approved by the F.I.G.C. for reasons beyond the control of the Player or his agent. The Club has a right of recovery against of any different legal entity which may be liable. The amount of indemnity shall be determined by the A.P., at the instance of the Player, bearing in mind also any conclusion by the Player of another Contract or financial agreement with a Club participating in the National Amateur Championship and the duration and amount of same. The indemnity can be determined also by agreement between the parties in writing on penalty of nullity, but only following non-approval of the Contract.

***(Transitional rule)***

The present method of approval by the LNP-A shall be maintained until 30 June 2017, pending definition of the procedures which are the responsibility of the F.I.G.C. for approval of Contracts, without prejudice to sending all the copies of the Contracts to the F.I.G.C.

**CLAUSE 4**  
**- Salary -**

- 4.1.** The Player's salary can be fixed or made up of a fixed part and a variable part. In the latter case the variable part can be connected to sporting results, individual for the Player or collective for the team and for non-sporting individual objectives for the Player as decided between the parties by mutual agreement and according to the following rules.

The variable part, where applicable:

- (i) cannot exceed for each sporting season for the duration of the Contract, considered separately, 100% (one hundred per cent) of the fixed annual part, where the latter is agreed up to the gross amount of EUR 400,000.00;
- (ii) shall have no limit whatsoever, for each sporting season of duration of the Contract, considered separately, where the fixed annual part is agreed at a gross amount higher than EUR 400,000.00;
- (iii) shall have no limitation whatsoever in the event of conclusion of the first Contract as a professional player.

- 4.2.** The salary must be expressed as the gross figure. In multi-year contracts the salary must be indicated for each sporting season.
- 4.3.** The gross portion due for participation in the Club's promotional and publicity initiatives may or may not be covered by the fixed part of the salary. The agreement in that respect must be indicated in the Contract and/or in the Other Documents.

- 4.4.** The Club and Players can also conclude specific agreements on Collective Bonuses, i.e. bonuses connected to achievement of team sporting results, similarly to those provided in Clause 4.1 hereof.  
Such agreement must be concluded between a representative of the Club vested with the necessary powers and the registered Players, or by at least three of them who are vested with power of attorney issued by the others in writing, which grants to the representatives the power to negotiate and agree the results which generate the payment of the Collective Bonus, its total amount and the criteria for assignment the shares between the individual entitled parties, or the intention of the entitled parties to share the bonuses by criteria agreed directly between them.

The Club shall not be involved in any disputes relative to actual and correct application of the criteria for formation or assignation of the shares of the Collective Bonus. The agreements subject of this clause must be filed, together with the relevant power of

attorney, with the LNP-A under the responsibility of the Club within 20 (twenty) days from the end of the January transfer period. The LNP-A shall send a copy thereof to the Federation. For each competition more than one Collective Bonus is permitted for specific objectives. Collective Bonuses within the same competition cannot be accumulated.

- 4.5. The provisions of the Publicity Agreement shall be taken into consideration in the event of agreements for licensing of image rights for publicity and advertising services or testimonials between Club and Players.
- 4.6. The salary can be agreed at a different amount depending on the Championship and/or international competition in which the Club participates or will participate and cannot in any event be lower than the minimum referred to in Clause 4.7 hereof.
- 4.7. The minimum remuneration for the relationship is determined in the tables annexed to this Agreement, which can be amended by agreement between the contracting parties.

**CLAUSE 5**  
**- Payment of salary -**

- 5.1. The sums paid to the Player for the items referred to in Clause 4 are inclusive, unless provided otherwise in the Contract or in the Other Documents, of all emoluments, indemnities or allowances to which the Player is entitled as consideration, also on the occasion of transfers, night matches or any retreats and of any further indemnity or recompense due to the Player on the basis of law or contract. The foregoing is without prejudice only to the Termination of Service Allowance referred to in Clause 20 hereof.
- 5.2. The fixed part of the salary must be paid by the twentieth day of the next calendar month in monthly instalments of equal amounts and cannot be unilaterally reduced or suspended, without prejudice to the provisions of this Agreement. The variable part of the salary must be paid using the methods provided in the Contract or in the Other Documents.
- 5.3. The payment of the amounts due to the Players must be made exclusively by bank credit transfer to the bank details provided by the Player on signature of the Contract.
- 5.4. In the event of delay in the payment of more than one month's salary, the Player shall have the right to adjustment for inflation on the basis of the ISTAT [Italian National Statistics Agency] sliding-scale mechanism for workers in industry and interest at the legal rate, to be calculated on the net amount, starting from the first day following that on which payment should have been made.
- 5.5. In cases in which Player is subject to disciplinary measures which enjoin him from sporting activities due to sanctions deriving from violation of rules on the subject of prohibition of betting and doping practices or in cases of unavailability of players due to restrictions including temporary measures by the legal authorities, the obligation to pay the consideration by the Club is suspended, following prior notice by telegram or other equivalent computerised means, starting from the date the measure becomes effective. In such cases, where not already provided by specific law or if deemed necessary, the Club, following application to the Arbitration Panel pursuant to the arbitration rules, can also enjoin the player from taking part in training sessions.

**CLAUSE 6**  
**- Cultural education of the Players -**

- 6.1. The Club must promote and support initiatives or institutions for cultural improvement and development in accordance with its registered Players' aspirations.
- 6.2. The F.I.G.C. has the responsibility, in concert with the AIC, to indicate the conditions with which the Club has to comply, compatibly with the needs relating to the sporting activities and those of the Club, to facilitate attendance at courses and preparation for examinations by Players who wish to continue their studies or attain a vocational qualification.

## **CLAUSE 7**

### **- Pre-championship preparation and training. Participation in competitions. Transfers. -**

- 7.1.** The Club shall provide the Player with suitable equipment for preparation and shall provide an environment compatible with his professional status. In any event the Player has the right to take part in training sessions and pre-championship preparation with the first team, without prejudice to the provisions of Clause 11 hereof.
- 7.2.** Without prejudice to cases of proven illness or injury, the Player must take part in all training sessions at the time and place arranged by the Club, as well as in official and friendly competitions in which the Club intends to play, both in Italy and abroad.
- 7.3.** For transfers or retreats the Player must use suitable means of transport - established by the Club on each occasion - at the care and expense of the Club, which is also required to provide the Player with board and lodging.

## **CLAUSE 8**

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

- 8.1** The Player is prohibited from performing other sports, employment or business activities during the period of duration of the Contract without express advance authorisation in writing by the Club.
- 8.2** Authorisation for performance of other new employment or business activities not previously authorised pursuant to the Agreement can be refused if the activities are incompatible, from an objective or subjective point of view, with the performance of the competitive sporting activities. Any refusal by the Club must be briefly justified and shall be communicated to the Player within 45 (forty-five days) from receipt of the request for authorisation. Once that time limit has passed, if the Club has not communicated its refusal, authorisation shall be deemed granted. This provision does not apply to activities already underway at the time of entry into force of the Agreement. The Player bears the obligation to provide, at the request of the Club, a list of all information on employment or business activities underway.
- 8.3** In the event of refusal by the Club to grant authorisation, the decision on compatibility shall be decided by the Arbitration Panel using the fast-track procedure.

## **CLAUSE 9**

### **- Protection of Health -**

- 9.1.** The Player must take care of his own physical and psychological health in view of the sporting services they are required to perform and must refrain from any activities capable of putting at risk their wellbeing and utmost physical and psychological condition.
- 9.2.** The Club and the Players are required to observe strictly the provisions of law, CONI [Italian National Olympic Committee] and the F.I.G.C. on the subject of health protection and the fight against doping. The Player must submit to both periodical and/or preventive medical tests and checks, including blood and urine tests provided by the Club, CONI and the F.I.G.C. for implementation of anti-doping tests and the best protection of their health.
- 9.3.** Breach by Club and/or Players of the provisions of Clause 9.2. hereof shall involve application of the sporting disciplinary penalties provided by current regulations.

## **CLAUSE 10**

### **- Technical instructions, obligations and rules of behaviour -**

- 10.1.** The Player must perform the sporting services within the organisation provided by the Club and in compliance with the technical instructions and other rules laid down for attainment of the competitive objectives.

- 10.2.** The Player is required to comply strictly with his duties of loyalty to the Club.
- 10.3.** The Player must avoid conduct which could cause harm to the Club's reputation.
- 10.4.** The rules pertaining to the Player's private life are lawful and binding, following acceptance of same by the Player, acceptance which shall not be unreasonably withheld, only where justified by needs of the professional activities to be performed, without prejudice in any event to respect for human dignity.
- 10.5.** The Player must take good care of the sports clothes and materials provided by the Club and undertakes to refund their value in the event of loss or destruction due to his fault.
- 10.6.** The Player is not entitled to interfere with the technical, management and corporate choices of the Club.

**CLAUSE 11**  
**- Breach and penalty clauses -**

- 11.1.** Any Player who fails to fulfil his contractual obligations with respect to the Club or the obligations deriving from Federation Regulations and government or federal legal sources, which are relevant to or supplementary to the contract, the following measures are applicable, of increasing severity in relation to the seriousness of the breach:
- a) written warning;
  - b) fine;
  - c) salary reduction;
  - d) temporary exclusion from training sessions or pre-championship preparation with first team;
  - e) termination of the Contract.

Written warning is applied directly by the Club, within the peremptory time limit of 20 (twenty) days from knowledge of the fact, following a written charge and having heard the defence of the Player in the 5 (five) days following the charge.

A fine can be applied directly by the Club, within the peremptory time limit of 20 (twenty) days from knowledge of the fact, following written charge and having heard the defence of the Player in the 5 (five) days following the charge, on condition that the amount of the fine is not higher than 5% (five per cent) of one-twelfth of the gross fixed annual salary.

In the event of direct application of a fine, appeal against the measure adopted shall follow the fast-track procedure provided for that purpose by the regulations of the Arbitration Panel, with appeal to be submitted within the peremptory time limit of 15 (fifteen) days from receipt of the notice of the fine.

In the event of temporary exclusion of the Player from training sessions or from pre-championship preparation with the first team when the conduct and situation in question are such that the participation of the Player in preparation and/or training sessions with the first team would cause objective and immediate harm to the Club, the Club, following written complaint to the Player stating the charges, can make a provisional direct order of exclusion from said preparation and/or training sessions, provided that it simultaneously forwards to the Player and to the Arbitration Panel, by the fast-track procedure, the proposal for imposition of the punishment (without prejudice to any other simultaneous application such as reduction of the salary or termination of the contract). In those proceedings, the Player can request reinstatement and/or termination of the Contract and in that case the Arbitration Panel, where the conditions apply, can also take measures against the Club as also referred to in Clause 12 hereof.

In all the other cases the procedures provided by Regulations of the Arbitration Panel and therefore appeal by the Club must contain the proposal for a disciplinary measure, which must be sent to the Player and to the Arbitration Panel within the peremptory time limit of 20 (twenty) days from knowledge of the breach or date of definition of the order for disqualification.

- 11.2.** The written warning consists of intimation to the Player to refrain in future from the conduct with which has been charged.

- 11.3.** The fine consists of a contractual penalty whose amount is proportional to the seriousness of the breach and cannot exceed 25% (twenty-five per cent) of the gross monthly salary. In the event of accumulation of various infringements committed in the same month, the fine cannot in any event exceed 50% (fifty per cent) of the fixed gross monthly salary.
- 11.4.** Salary reduction has the function of compensation in damages and restoring the contractual balance and is regulated as follows:
- (i)** In the event of disqualification by the national or international Sports Tribunals, the reduction of the gross actual salary for the period corresponding to the duration of disqualification cannot be higher than 50% (fifty per cent) of the salary due for that period. For the purposes of quantification of any reduction the following will be taken into account:
- a) the fixed part of the salary;
  - b) the nature of behaviour which infringed the regulations and brought about the disqualification and the Player's intention. In particular, salary reduction cannot be applied where the Player demonstrates that disqualification was imposed following his conduct performed in the exclusive sporting interests of the team (merely as an example that which is known as the "last man foul");
  - c) of the level of harm, including to the reputation, caused to the Club.
- (ii)** In all other cases, salary reduction can involve also the variable part of the salary, but in such cases it cannot in any event exceed the upper limits for reduction indicated for disqualification, with the exception of the provisions of sub-paragraph (iii) hereof;
- (iii)** Without prejudice to the provisions of Clause 5(5) above, in the event of disqualification for doping, salary reduction, as an alternative to termination of Contract, can amount to the entire salary, both fixed and variable, due for the period of duration of disqualification, effective from the date of preventive suspension resolved by the sports tribunals. That provision shall operate also in cases of sports offences or violation of prohibitions of any source whatsoever on the subject of betting, which shall apply from the date on which the disciplinary measure resolved by the Sports Tribunals takes effect, even if not final.
- (iv)** Salary reduction shall not in any event involve reduction of salary beneath the level provided in the Minimum Salary Table.
- 11.5.** The termination of the Contract shall entail termination of the Other Documents; the effects of the termination on agreements pursuant to Clause 4.3 shall be determined by the Arbitration Panel in application of the general principles of civil law. Termination can be obtained by the Club also in the event that the Player is sentenced to a period of imprisonment, for offences committed with intent, imposed in Italy or abroad, which are *res judicata*.
- 11.6** In the event of a Player registered following temporary transfer of the Contract (including cases of co-ownership), on termination the transferring Club shall have the right to claim restoration of the original relationship between the Club itself and the Player effective from the date of termination until expiry of the time limit originally provided for that relationship. The transferring Club shall lose the right to restoration once 15 (fifteen) days have passed from the date on which it received information of the termination, information which the Player is obliged to provide in writing. The restoration must be made giving written notice to the Player, the League and the Federation.
- 11.7** Termination of the Contract and/or Salary reduction for cause deriving from illness or injury (unfitness or incapacity) are governed by Clause 15 hereof.

## **CLAUSE 12**

### **- Actions for protection of the Player's rights -**

- 12.1.** The Player has the right to obtain, by application to the Arbitration Panel, compensation in damages and/or the termination of the Contract in the event of breach by the Club of its contractual obligations vis-à-vis the Player.
- 12.2.** In cases of breach of the provisions of Clause 7.1. hereof, the Player may send a written notice to perform to the Club. In the event that the Club does not comply within the peremptory time limit of 3 (three) days from receipt of the notice to perform, the Player may apply to the Arbitration Panel to obtain, at his own discretion, reinstatement or termination of

the Contract. In both cases, the Player also has the right to compensation in damages in an amount of not less than 20% (twenty per cent) of the fixed part of the gross annual salary.

- 12.3.** The application for reinstatement can be proposed by the Player also in proceedings brought by the Club pursuant to Clause 11.1 hereof.
- 12.4.** In the event that, following decision by the Arbitration Panel to reinstate the Player, the Club does not do so within the time limit of 5 (five) days from receipt of the operative part of the award, the Player has the right to obtain from the Arbitration Panel termination of the Contract and compensation in damages, to be determined at the amount of the contractual salary due until the end of the sporting season.
- 12.5.** In the event that the Arbitration Panel find infringements of a disciplinary nature in the case provided in this Clause 12 or in any other procedure under its competence, it shall take steps to refer the matter to the Federation Disciplinary Department for any measures under its jurisdiction.
- 12.6.** In any event in which the Player is excluded, even as a preventive measure, from preparation and/or from training sessions with the first team, the Club's obligation remains to provide the Player with suitable equipment for athletic preparation and provide an environment in keeping with his professional status pursuant to Clause 7.1. hereof, without prejudice to express waiver in writing by the Player.
- 12.7.** Termination of the Contract shall entail termination of the Other Documents. The Arbitration Panel shall determine the effects of termination on the agreements pursuant to Clause 4.4 hereof by applying general principles of civil law.

**CLAUSE 13**  
**- Late payment -**

- 13.1.** Late payment by the Club of the monthly instalment of the fixed part of the salary shall constitute grounds for termination of the Contract where such breach extends for more than twenty days following the time limit provided in Clause 5.2. hereof and on condition that, once that latter time limit for payment has also passed, the Player has formally placed the Club in arrears by way of registered letter with return receipt, sending a copy, similarly by registered letter with return receipt, to the League. Late payment by the Club of the variable part of the salary shall also constitute grounds for termination of the contract where that breach extends beyond the twentieth day following the time limit agreed by the parties (see above Clause 5.2.) and on condition that once that latter time limit for payment has also passed, the Player has taken steps to formally place the Club in arrears by registered letter with return receipt with a copy sent in the same way to the League.
- 13.2.** In the event of Player registered with the Club as a consequence of temporary transfer of Contract pursuant to Law No. 91 of 23 March 1981, as amended, the communication referred to Clause 13.1. hereof, using the same methods and time limits, must be sent also to the Club which transferred the Contract on a temporary basis. Similar notice must be sent in the event of definitive transfer with right of co-ownership for the Club holder of that right.
- 13.3.** Termination of Contract cannot be pronounced where the Club makes payment of the sums due by bank credit transfer to the Player's bank account within 20 (twenty) days from receipt of the registered letter placing it formally in arrears.
- 13.4.** If payment is not made within the time limit set forth in Clause 13.3., the Player, in order to obtain termination of the Contract, must apply to the Arbitration Panel by and not later than 20<sup>th</sup> June of the sporting season underway at the time of application for termination.
- 13.5.** The Club has the right to enter appearance using the methods and time limits provided by the Regulations.
- 13.6.** In the event that termination of the Contract is declared, the Player shall have the right to receive an amount in respect of compensation in damages, to be paid monthly, equal to the fixed part of the salary still outstanding, until the expiry of the Contract or until the date of effectiveness of a new Contract with another Club or financial agreement with a Club taking part in the National Amateur Championship, if this takes place prior to the expiry of the

Contract, as well as an amount, determined in terms of equity by the Arbitration Panel, on application by the Player, which takes account of the amount of any Variable Part and Collective Bonuses, if accrued.

- 13.7.** In the event of a Player registered following temporary transfer of Contract, termination of the Contract shall bring about restoration of the original contract between the transferring Club and the Player, effective from the declared date of termination until the time limit for expiry of the transferred contract. The foregoing is on condition that the transferring Club gives simultaneous notice to the League of full payment to the Player, without prejudice to the right of recovery and within the time limit for lapse of 20 (twenty) days from the notice of declaration of termination, of all the amounts due by the transferee Club and already accrued. Payment shall be made using the methods set forth in Clause 13.3 hereof.
- 13.8.** Until the end of the season underway, the transferring Club shall pay to the Player any increased fixed part of the salary agreed with the Club to which the Player was transferred, without prejudice to recovery from the latter for the part of salary exceeding that agreed.
- 13.9.** In the event of existence of a right of co-ownership over the Contract of the Player, the termination involves, effective from the declaration, the constitution of a contractual relationship exclusively between the Club holder of the co-ownership rights and the Player on the conditions determined at the time of constitution of the right of co-ownership, provided that the Club holder of that right declares that it wishes to take that option and gives simultaneous notice to the League, to full Payment, within the peremptory time limit of 20 (twenty) days from notice of the declaration of termination, of all the amounts due by the Club in arrears and already accrued in favour of the Player.
- Payment shall be made using the methods set forth in Clause 13.3 hereof.
- 13.10.** Termination of the Contract involves termination of the Other Documents. The Arbitration Panel shall decide on the effects of the termination on the agreements referred to in Clause 4.4 hereof applying general principles of civil law.

**CLAUSE 14**  
**- Illness and injury -**

- 14.1.** In the event of illness or injury for the period of incapacity (without prejudice to the provisions of Clause 15 and sub-paragraphs) the Player is entitled to the salary established by the Contract until expiry of said Contract while the Club shall have the benefit of any insurance policies agreed in its favour.
- 14.2.** The Player shall have access to primary healthcare, without charges or costs (including surgical procedures, medicines, hospital or nursing home stays and rehabilitation activities) which the Club is required to provide.
- 14.3** In the event in which a Player wishes to use healthcare assistance other than that made available by the Club he shall give timely written notice to the Club and must use healthcare professionals and/or facilities of irreproachable professional standing and good reputation. The Club shall conclude a specific healthcare insurance policy - whose premiums shall be paid regularly by the Club – which where appropriate shall also be signed by the Player. The policy shall be activated to cover the costs normally necessary for the healthcare treatment mentioned above to which the Player is subject.
- 14.4.** The provisions set forth in Clause 14.1., 14.2. and 14.3 hereof, as those referred to in Clause 15, shall apply also in the event of injury to the Player during competitions or training sessions of the national teams or during competitions or training sessions organised by military authorities with which the Player is enlisted.

**CLAUSE 15**  
**- Incapacity and unfitness of the Player -**

- 15.1.** For the purposes of the provisions of this Clause 15 and connected provisions:
- a)** incapacity means the Player's medical condition (certified by the competent local health authority or equivalent public facility pursuant to applicable laws and administrative



measures) which renders completely impossible the provision of employment services on a temporary or permanent basis;

- b)** unfitness means the Player's medical condition which, while not implying the total impossibility to provide his services in any event does not permit him to take part in training sessions whose purpose is not exclusively aimed at functional recovery.

Certification of the condition of incapacity shall be made by a sports doctor or by a medical facility which, at the instance of the Club, is appointed by the Arbitration Panel, in the forms and in the ways provided in the Regulations.

- 15.2.** The incapacity or unfitness may be due to the fault and negligence of the Player, or due to events beyond his control.
- 15.3.** In the event of illness or non-employment related injury the Player shall inform the Club immediately and send a medical certificate attesting his incapacity within 3 (three) days.
- 15.4.** In the event that Player's incapacity due to illness or injury, or his unfitness as defined above, should last for more than 6 (six) months, the Club can apply to the Arbitration Panel for termination of the Contract or reduction of salary by half, accruing from the date of the application until termination of the incapacity and in any event not longer than the time limit of expiry of the Contract.
- 15.5.** The application to terminate the Contract or reduce the salary by half must be proposed, on penalty of disqualification, while the situation of incapacity is still ongoing.
- 15.6.** In the event that the illness or injury should cause the permanent incapacity of the Player, as understood and ascertained pursuant to Clause 15.1. hereof, the Club has the right to apply immediately to the Arbitration Panel for termination of the Contract.
- 15.7.** If the illness or disablement of the Player were caused by gross negligence of the Player himself, the general rules on the subject of breach of contract shall apply regardless of duration of the illness or disablement and therefore the Club can request, where the conditions apply, salary reduction or in more serious cases, termination of the Contract.

## **CLAUSE 16**

### **- Employment Injury Insurance -**

- 16.1.** The Club is required to insure the Player with a leading insurance company against injuries and illness with supplementary upper limits with respect to the basic insurance, according to the policy conditions, methods, the time limits and minimums established by agreement with the players' association.
- 16.2.** The League, in the event of non-fulfilment by the Club, has the right to take the place of the Club in stipulation or conclusion of the policy.
- 16.3.** Beneficiary of the insurance, also for amounts of cover higher than those agreed with the players' association, is in all cases the Player or his successors and assignees and any agreement to the contrary shall be invalid even if signed by the Player himself, without prejudice to the right of the Club to their indemnities provided by any insurance policies concluded for its benefit.
- 16.4.** The Player, as beneficiary of the insurance policy waives for all purposes for himself and for his successors and assignees any and all actions against Club, or the party who acts on the Club's behalf for compensation for the losses suffered.

- 16.5.** The insurance policy shall be concluded by the date the Player is called upon to commence activities each sporting season. Any Player who does not have insurance cannot take part in any sports activities. Any Club in breach of insurance obligations agreed with the players' association is subject to disciplinary measures and required to pay compensation for any loss or damage suffered by the Player and his successors or assignees.
- 16.6.** In the event of injury occurring outside the scope of activities performed for the Club to which he belongs, the Player bears the obligation to give timely written notice to the Club in order to permit the Club to fulfil within the time limits laid down by law and/or contract the formalities with the insurance companies provided in the paragraph below.
- 16.7.** In the event of injury which took place within the scope of the activities performed, the Club bears the obligation of reporting claims and any subsequent formality provided by the policy and/or by law, necessary to allow the Player or his successors or assignees to obtain the indemnity due for insurance and the Club is therefore liable for all purposes for any omissions in that respect.
- 16.8.** The Player bears the obligation to submit to any official medical examination at the request of the Club also for purposes of stipulation of liability insurance policies in favour of the Club.

**CLAUSE 17**

**- Social security and national insurance contributions -**

- 17.1.** The Club shall pay the contributions required by law to the social security and national insurance institutes for insurance against disability, old age and survivor's pensions and healthcare insurance, including the part due by the Player and the relative amounts shall be recovered from salary paid to the Player.

**CLAUSE 18**

**- Weekly rest day and vacations -**

- 18.1.** The Player is entitled to one rest day every week, normally in the first 2 (two) days of the week.
- 18.2.** The Player is also entitled to an annual period of vacation of the duration of 4 (four) weeks, inclusive of any public holidays and weekly rest days.
- 18.3.** The choice of period of enjoyment of the annual vacation rests with the Club, which shall make its decisions based on the needs dictated by the sporting activities. The annual vacation is normally of a continuous nature. In the event that the Player is recalled to headquarters during the annual vacation period, the Club is obliged to refund the travel costs for his return to headquarters and for return to the place where he was spending his vacation. The Player is entitled to take the days of unused annual vacation due to recall to headquarters in another period of the year.

**CLAUSE 19**

**- Matrimonial leave -**

- 19.1.** The Player has the right to paid matrimonial leave of at least 5 (five) consecutive days. The period of enjoyment of the leave shall commence the day prior to the wedding, but taking account of the needs dictated by the sports activities, may be granted or completed within the 30 (thirty) days following the wedding.

**CLAUSE 20**

**- End of career indemnity -**

- 20.1.** In compliance with Clause 5.1. of the Agreement and pursuant to Article 4(7) Law No. 91 of 23 March 1981, as amended, the Club shall make to the Provision for Termination of Service Allowance, held with the F.I.G.C., a contribution due by the Club of 6.25% of the actual gross annual salary and a contribution of 1.25% by the Player (which shall be deducted from salary) within the upper limits provided for Players by the competent social security institutions.

**CLAUSE 21**  
**- Arbitration Clause. Arbitration proceedings -**

- 21.1.** In compliance with the provisions of Article 4(5) of Law No. 91 of 23 March 1981 as amended, and Article 3(1) (final sentence) of Law No. 280 of 17 October 2003, the individual Contract for sporting services must contain an arbitration clause on the basis of which the solution of all disputes on the subject of interpretation, performance or resolution of said Contract or in any event connected to matters pertaining to employment contracts originating therefrom, is deferred for resolution by the Arbitration Panel, which shall make its awards by informal arbitration.
- 21.2.** Due to the fact that they are both governed by the same sports authority and the restrictions consequently assumed by registration or affiliation, as well as the special nature of the law applicable to the case at hand, by signature of the Contract the parties undertake to accept without any reservations the competency and the awards handed down by the Arbitration Panel.
- 21.3.** The Regulations provide, also in supplementation of the preceding articles:
- a)** methods of referring disputes and relative time limits;
  - b)** procedure for appointment of arbitrators by the parties and appointment of the Chairman;
  - c)** procedural formalities, also relative to performance of preliminary investigation, and production of documents and pleadings;
  - d)** time limit within which the award must be issued, the possibility for extension and communication obligations to the interested parties with the relative methods;
  - e)** criteria for the determination of any fees for the arbitrators, where provided in the Regulations.

**CLAUSE 22**  
**- Reference laws -**

- 22.1.** The rules of the by-laws and regulations of the F.I.G.C. shall apply to all matters not provided in this Agreement or by the Form which forms an integral part hereof.

**CLAUSE 23**  
**- Duration -**

- 23.1.** This Agreement shall be effective until 30 June 2017 and is neither tacitly renewable nor extendable.

**CLAUSE 24**  
**- Transitory Rules -**

- 24.1.** The Contracts and agreements on the subject of individual bonuses, collective bonuses and other valid agreements, drawn up and formally filed prior to the entry into force of this Agreement, shall be effective until their expiry also beyond the limits referred to in Clause 4.1. and in derogation of the same, where no further amendments take place, including those relative to different agreements between the parties.
- 24.2.** Until the Parties agree a substantial amendment of Clause 7 in order that, on the one hand, the rights of the Players are set out clearly and on the other hand, the most modern and suitable methods are identified for regulating performance of training sessions, the interpretation given by the F.I.G.C. on 22 August 2011, with elimination of the adjective "temporary" at page 2, line 24, is attached to this Agreement and forms an integral part hereof.
- 24.3.** The effectiveness of the Regulations of the Arbitration Panels concluded on 23 March 2012 is extended to 30 June 2017.
- 24.4.** The parties mutually acknowledge and take note that negotiations are underway for conclusion of a Publicity Agreement as referred to in Clause 4.5 above.

**24.5.** The effectiveness of the other annexes to the Collective Agreement of 5 September 2011 is extended to 30 June 2017.

**24.6.** The Form shall be amended inserting the provision of Agent of the Clubs.

Rome, 7 August 2012