

# Danish Basketball Federation

Contract for basketball player version 3.0.0



## The undersigned:

Club (A/S or ApS) \_\_\_\_\_

CVR no. \_\_\_\_\_

Street and number \_\_\_\_\_

City and postcode \_\_\_\_\_

## – hereinafter called the Employer

Name \_\_\_\_\_

CPR no. or date of birth \_\_\_\_\_

Street and number \_\_\_\_\_

City, postcode \_\_\_\_\_

Nationality \_\_\_\_\_

Passport no. \_\_\_\_\_

E-mail: \_\_\_\_\_

## – Hereinafter called the Player

Have on this day agreed to an employment contract on the terms stated below and conditional on approval of the contract by the Danish Basketball Federation. See Annex 2 – Contract Approval Process – for details on the approval process.

Checkboxes must be marked before the provision in question becomes part of the contract.

## 1. CONTRACT PERIOD

- 1.1. The contract period runs from \_\_\_\_\_ to \_\_\_\_\_ .  
 The contract will, however, be shortened or prolonged, so that the last paid working day will be the day of the last official game of the season, including playoffs. The maximum contract duration is 48 months (according to the rules of the International Basketball Federation (FIBA)).
- 1.2. During the first and last month of the period of employment, the player will receive payment as the monthly salary divided by the number of days in the month times the number of days employed, if the contract does not start at the beginning of a month or end at the end of a month
- 1.3.  The trial period lasts for \_\_\_ days. During this trial period, the Employer or Player may terminate the employment by giving \_\_\_ days' written notice. If the checkbox for the trial period is not checked, there is no trial period.
- 1.4.  A: The Employer or Player may terminate the employment by giving \_\_\_ days' written notice. During the period of notice, the player must still be available to work for the Employer.

OR

- B: This contract cannot be terminated by either party unless breached, cf. § 10, Breach of contract.
- 1.5.  The Employer may terminate the contract if the team leaves the division in which it played when the contract was entered into. The Player will receive a salary until the end of the season (current month plus one month). The end of the season is defined as the time of the team's last game in the division or playoffs. The Player may make no additional financial claims against the Employer in this situation.

## 2. WORKPLACE AND MANAGEMENT

- 2.1. The Employer has hired one or more coaches to be responsible for the day-to-day management of the Player's team. They act as the Players' immediate supervisors, to make management decisions and to deal with other issues relating to the daily work of the Player. The Employer's general manager, chair or management can answer questions about this contract.
- 2.2. As a general rule, the workplace is [arena plus address]:

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but away games, practice and exhibition games, etc., will take place in other arenas in Denmark or abroad.

### 3. TYPE OF EMPLOYMENT

The Employer and the Player may choose which of the employment terms will apply to this contract and fill in the blank spaces.

**Basketball is a leisure activity for the Player**

This contract does not limit the Player's ability to carry out other work, as long as the Player can fulfill the terms of this contract.

The Player must participate in the team's practices, but no more than \_\_\_ hours weekly. On weekdays, practice should normally be scheduled from \_\_\_\_ to \_\_\_\_ and from \_\_\_\_ to \_\_\_\_ on weekends and public holidays.

The Player must participate in any practice camp arranged by the Employer for one week (7 consecutive days) per calendar year with no right to be compensated for loss of income.

**Basketball is part-time employment for the Player**

This contract restricts the Player from carrying out other employment on weekends and public holidays and between the hours of \_\_\_\_ and \_\_\_\_ on other days unless the Employer gives written permission in advance.

The Player must participate in practice to the extent determined by the Employer. The practice must normally be scheduled within the agreed restriction on the Player's access to take on other work. If the Player is studying, he or she can get time off for classes, exams and the like.

The Player must participate in any practice camp arranged by the Employer for one week (7 consecutive days) per calendar year with no right to be compensated for loss of income.

**Basketball is full-time employment for the Player**

This contract restricts the Player from carrying out any other employment without written permission from the Employer. The expected working hours are \_\_\_ (at least 20) per week on average for the period of employment

The Player must participate in practices, practice camps and games as defined by the Employer.

The practice will normally be scheduled at the times specified by the Employer for the player squad and player category to which the Player belongs.

The Player is expected to participate in a summer practice schedule based on a plan prepared by the Employer's head coach.

#### **4. OBLIGATIONS OF THE EMPLOYER**

- 4.1. The Employer is obligated to pay the correct salary into the Player's bank account at the agreed terms.
- 4.2. The Employer is obligated to ensure that taxes and other public payments are made correctly. The Employer must at all times be able to document this to the player.
- 4.3. The Employer will purchase and pay for compulsory occupational accident insurance for the Player. The Player may purchase and pay for personal insurance for periods and incidents not covered by the employer's insurance, such as career-ending insurance or personal accident insurance.
- 4.4. The Employer must ensure that, in accordance with the laws of the Danish Basketball Federation, a license is obtained for the Player for the employment period, including a work and residence permit, obtaining a letter of clearance, etc. The license ensures that the Player is entitled to play for the Employer during the employment period. If the above is not possible due to circumstances for which the Player is responsible, the Employer's obligation lapses, in accordance with the relevant rules of FIBA and the national authorities.
- 4.5. The Employer will give the Player time off to participate in practice events, international games etc. for which the Player has been selected by his or her national basketball federation in accordance with the rules of FIBA.
- 4.6. During the employment period, the Employer will provide qualified helpers to assist regarding practical matters in practice and at games and to advise about diet and nutrition, to advise about psychological matters and to refer for treatment of injuries.
- 4.7. The Employer will provide the Player transport and, if necessary, overnight accommodation for away games free of charge.

For consequences of non-compliance, see § 10, Breach of contract.

## 5. OBLIGATIONS OF THE PLAYER

- 5.1. By signing this contract, the Player guarantees that he or she has no obligations to other basketball employers. The Player may not, without written permission, assume contractual obligations to another basketball employer during the contract period.
- 5.2. In general, the Employer expects and demands that the Player during the period of employment will optimally represent the Employer and the sport of basketball in all respects. The Player must respect the spirit of fair play and non-violent behavior and always act accordingly on the court.
- 5.3. The Player is obligated to stay in good physical shape, always be well prepared and ready to work in all ways for the sport, lead a necessary sober lifestyle and throughout the season make sports efforts that correspond to the goal set by the head coach and management.
- 5.4. The Player is obligated to follow the rules laid down by the team management, including on disciplinary measures.
- 5.5. Fulfilling the duties as a basketball player means that the Player attends practice, practice and tournament games, cup games and exhibition games.
- 5.6. The Player is obligated to play games on the team to which the Player is selected, regardless of whether the game is part of official tournaments and regardless of whether the game takes place in Denmark or abroad.
- 5.7. The Player must make him- or herself available for marketing initiatives for the Employer in schools, basketball clubs or the like for \_\_\_ hours per week.
- 5.8. If the Player is not fit to attend practice, games or other obligations due to illness, injury or the like, the Player must immediately notify the Employer's management or coach. Only legitimate absence, such as hospitalization, will exempt the Player from this obligation.
- 5.9. The Player may not, without advance written permission from the Employer, participate in any form of indoor or outdoor contact sport in which the Employer does not participate. However, see § 4.5 on participating in national team events.
- 5.10. The Player may not, unless the Employer provides advance written permission, wear clothing that appears to be made by a sportswear company other than the company with which the Employer has made an agreement.
- 5.11. If the Employer makes other clothing available to the Player, the Player is obligated to wear the clothing during transport to and from the games, when attending press conferences, during TV interviews and the like.
- 5.12. The Player is obligated to comply with the current regulations on doping of the National Olympic Committee and Sports Confederation of Denmark, FIBA, the International Olympic Committee and World Anti-Doping Agency, including making him- or herself available for doping control in accordance with the doping regulations. The Employer does not accept any form of doping under any circumstances.
- 5.13. The Player must at all times comply with the rules of the National Olympic Committee and Sports Confederation of Denmark, the Danish Basketball Federation and the Basketligaen on betting on basketball matches and match-fixing.
- 5.14. When a player's contract ends, the Player is obligated to return any borrowed equipment and clothing. If the equipment is not returned, the Player is obligated to pay the Employer compensation for the equipment.

For consequences of non-compliance, see § 10, Breach of contract.

## **6. ILLNESS**

- 6.1. The Employer's obligations to the Player continue to apply if the Player is injured in connection with his or her employment for the Employer; however, see the provisions below for exceptions.
- 6.2. If the Player is ill, he or she must contact the Employer as soon as possible on the first day after the onset of the illness and fill out a form for an occupational injury or for sickness benefits.
- 6.3. If the Player is injured by participating in any form of indoor or outdoor contact sport in which the Employer does not participate, cf. 5.9, the Employer's obligations will lapse. If the Player has not revealed or concealed injuries that cause the Player to no longer be able to fulfill his or her obligations as a basketball player, the contract and the Employer's obligations will lapse.
- 6.4.  If the Player sustains an injury or illness such that the Player cannot fulfill his or her obligations under this contract, the Employer has the right to terminate the contract with 2 months' notice.
- 6.5. The Employer will provide a physical therapist or other qualified personnel that can help in assessing injuries and advising on the proper treatment.

## **7. PUBLIC RELATIONS AND ADVERTISING CONTRACTS**

- 7.1. The Player will make him- or herself available for the Employer for public relations and advertising efforts, interviews and other marketing activities the Employer considers to be necessary in connection with the Employer's marketing efforts. The Player is responsible for acting as a role model in the sport at all times and acting loyally towards the Employer.
- 7.2. During the period of employment, the Player is prohibited from entering into independent sponsorship contracts in the capacity of basketball player without the written permission of the Employer.
- 7.3. The Employer may use the Player's photograph and autograph to sell merchandise, in marketing promotions and to sell sponsorships. The Employer's usage must be reasonable and in accordance with ordinary practice. The Employer, however, is prohibited from using the Player or the Player's photograph in a way that conflicts with the loyalty the Player should be obligated to show towards his or her main Employer. When the period of employment ends, the Employer will stop producing items featuring the Player's photograph or autograph but need not stop the sales of items in a series that promote the entire team if this would result in unreasonable expense.

## **8. COMPENSATION, ETC.**

- 8.1. Annex 1 describes the conditions for salary, bonuses etc.
- 8.2. Payment of salary  
Salary payments cannot be paid in cash but must be paid to the Player's Danish bank account. However, payments on account can be made to the Player until a Danish bank account has been established. A payment on account must be accompanied by a receipt signed by both parties and will be set off against the subsequent salary payment.
- 8.3. Payslip  
When salary is paid, the Player must receive a payslip that contains:
- The Employer's name, address and CVR number
  - Period
  - Gross salary
  - Net salary
  - Tax withheld at source, holiday allowance and labor market contribution etc.

## **9. VACATION**

- 9.1. The Player is covered by the Danish Holiday Act. Notification of vacation shall be given according to the regulations of the Danish Holiday Act. The Player may normally take vacation when there are no games or preparatory practices and only in agreement with the Employer.
- 9.2. Salary that warrants holiday allowance is defined as all taxable cash payments and salary elements from the Employer.
- 9.3. The Player receives salary during vacation when the right to this has been earned.
- 9.4. The Player receives a 1% holiday supplement in accordance with the Danish Holiday Act.
- 9.5. The amount mentioned in the contract includes the 12.5% for holiday allowance from all other salary elements taxable in Denmark (such as sign-on fee, sign-off fee, stay-on fee and bonuses).
- 9.6. Holiday allowance for vacation not taken when the contract ends, will be paid into the Player's Danish holiday account.
- 9.7. The holiday allowance will be paid into Player's Danish holiday account, but if the Player leaves Denmark immediately after the contract ends, the Employer may directly pay the holiday allowance to the Player.
- 9.8. Holiday allowance is not paid on taxable amounts such as the value of free housing, car etc.

## **10. BREACH OF CONTRACT**

See § 4 for the Employer's obligations.

### **10.1. Breach of contract by the Employer**

- 10.1.1. If the Employer does not carry out its obligations to pay salary pursuant to § 4.1, the Player must inform the Employer in writing of this. If the Employer does not make the payment within 7 days, the Player will be released from all obligations to the Employer.
- 10.1.2. The Player is at all times entitled to request in writing documentation of the conditions in §§ 4.2 and 4.3. If the Employer has not presented proper documentation for compliance with the rules within 14 days, the Player may terminate the contract.
- 10.1.3. If the Employer does not obtain the correct license for the Player, cf. § 4.4., and this means that he or she cannot participate in significant parts of the period of employment, the Player may terminate the contract. If obtaining the correct license for the Player is not possible due to circumstances for which the Player is responsible or circumstances beyond the Employer's control, the Employer's obligations lapse, cf. the relevant rules of FIBA and national authorities.
- 10.1.4. If the Employer does not release the Player to participate in national team events, cf. § 4.5, he or she must contact the national federation and FIBA, which will then sanction the Employer.

### **10.2. Breach of contract by the Player**

See § 5 for the Player's obligations.

- 10.2.1. If the Player, cf. § 5.1, has contractual obligations that bind the Employer in sports or financially, the Employer may terminate the contract without any right to compensation or fulfilling any other obligations as an Employer.
- 10.2.2. If the Player does not fulfill the obligations of this contract during the employment period, cf. §§ 5.2–5.11, including the standard for behavior that the Employer can reasonably expect, the Employer must give written warning with a period of at least 2 weeks during which the Player must improve conditions. If this does not happen, the Employer may impose a penalty for liquidated damages of up to 1 month's salary on the Player. If, after a further 14 days, the Player has not improved conditions, the Employer may terminate the contract.
- 10.2.3. If the Player violates §§ 5.12 and 5.13, he or she can be terminated immediately and the contract terminated without the right to compensation or fulfillment of any other obligations by the Employer.
- 10.2.4. If the Player violates § 5.14, the Employer will withhold salary payment corresponding to the value of the non-returned equipment.
- 10.2.5. If the Player violates the contract by either not commencing employment or by resigning without cause, the Employer may impose a preliminary injunction – without security – if the Player starts playing for another basketball employer in Denmark or abroad.

## 11. LEGAL BASIS

- 11.1. The employment relationship between the Player and the Employer is regulated by these standard terms, the individual terms included in the contract and the general rules of Danish law.
- 11.2. The conditions of employment are not subject to the Salaried Employees Act or collective agreements.
- 11.3. Any transfer of the Player to another basketball employer in Denmark will take place in accordance with the rules of the Danish Basketball Federation and FIBA. If the transfer takes place during the employment period, the Player and the Employer must agree on the transfer and conditions. The Player cannot switch to another basketball employer until all financial obligations with the Employer have been settled. Financial obligations must be documented and any disputes will be brought to the Danish Basketball Federation or FIBA.
- 11.4. The Employer requires the Player to fulfill the requirements of health and fitness for a professional basketball player when the contract starts. A doctor or physical therapist designated by the Employer shall certify whether the Player fulfills these requirements within 3 days after the Player arrives to start the contract. The Player may not practice until a medical check-up has been completed. If the Employer allows the Player to practice, this is considered an approved medical check-up. If the Player does not fulfill the requirements for health and fitness, this contract becomes void.
- 11.5. This contract supersedes all other previous agreements, in writing or orally, that the Employer and the Player may have entered into.

## 12. DISPUTES

The parties choose to bring disputes concerning this contract to:

Danish labor law

OR

An arbitrator jointly appointed by the parties

Name \_\_\_\_\_

Address \_\_\_\_\_

OR

Basketball Arbitral Tribunal

Any dispute arising from or related to this contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute *ex aequo et bono* (a legal expression that implies that a decision must take into account not only rules of law but also fairness and fairness in the relationship between the disputing parties) cf. BAT Arbitration Rules, point 0.3.

**13. AGENTS**

- No authorized or unauthorized player agent has participated in the establishment or signing of this contract.

OR

- The following authorized player agent has participated in the establishment or signing of this contract:

**Agent for the Player**

Name \_\_\_\_\_

Address \_\_\_\_\_

Postcode, city and country \_\_\_\_\_

Nationality \_\_\_\_\_

FIBA license no. \_\_\_\_\_

Fee and other conditions





**14. SIGNATURE**

**For the Employer**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Player**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Agent**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 1. ANNEX - COMPENSATION AND ADDITIONAL TERMS OF EMPLOYMENT

All taxable payments the Player receives must be described clearly below. If the additional terms contradict the standard terms in this contract, the standard terms will apply.

This contract is agreed in \_\_\_\_\_ [name of currency]. The salary is paid in DKK.

The salary is paid at a fixed rate in DKK for the entire contract.

The exchange rate is 100 DKK to \_\_\_\_\_ [currency used for compensation]

OR

The salary in DKK is paid at the current exchange rate on the day of payment.

The Employer guarantees that, regardless of the exchange rate, a minimum amount is paid in DKK corresponding to the minimum amount required by Denmark's immigration authorities as the basis for a work and residence permit in Denmark.

The Player's net salary is [currency of compensation] \_\_\_\_\_ per month, corresponding to DKK \_\_\_\_\_ at the time the contract is signed.

The estimated gross salary is \_\_\_\_\_ DKK per month.

Gross salary is dependent on the actual taxation rate for the player. The employer is responsible payable taxes in Denmark according to this.

### COMPENSATION (taxable)

Additional terms



**BONUS (taxable)**

The parties agree on the following bonus scheme(s):

Holiday allowance is payable on all bonus amounts.

**ACCOMMODATION (taxable)**

The Player receives free accommodation at a taxable value of DKK \_\_\_\_\_ per month.

Additional terms

Holiday allowance is not paid for free accommodation.



**TRANSPORT (taxable, however not mileage allowance)**

The Player receives a transport refund (such as free car, flight, bus and train ticket, etc.) at a taxable value of DKK \_\_\_\_\_ per month.

Fixed monthly amounts agreed for mileage allowance are taxable.

Additional terms

**OTHER FINANCIAL TERMS**

OTHER EMPLOYMENT TERMS



## **2. ANNEX - PROCEDURE FOR APPROVING CONTRACTS**

The Danish Basketball Federation reviews submitted contracts and provides any feedback as soon as possible but within 5 working days. The Employer will be informed of any problems and then have the opportunity to amend the contract within a reasonable time.

When reviewing the contract, the Danish Basketball Federation examines whether factors such as salary level, the time of the contract and the working hours meet the requirements of the immigration authorities for a work and residence permit, whether employer liability insurance has been taken out, whether it has been signed by the Employer and whether salary payment and the period of employment are clear.

To the extent that the Danish Basketball Federation finds terms in the contract that are clearly incorrect, the Employer must correct the situation before the contract is approved. The Danish Basketball Federation will also indicate potentially problematic terms to the Employer.

The Danish Basketball Federation advises, to the best of its ability, employers and players on legal and financial matters. When the Danish Basketball Federation approves the contract, however, it does not assume responsibility for whether the terms entered into by the Employer in the contract are in accordance with applicable law. This is the sole responsibility of the Employer.

The Danish Basketball Federation may not issue advance statements or licenses without a valid and signed contract. However, the Danish Basketball Federation applies for a letter of clearance for the player when it receives the contract to speed up the process. The Employer must pay the costs for this, even if the contract is subsequently rejected or cancelled.