

**CONTRACT OF EMPLOYMENT FOR NON-AMATEUR PLAYER OF TANZANIA
FOOTBALL FEDERATION PREMIER DIVISION**

THIS CONTRACT OF SERVICE is made on this 14th day of **AUGUST, 2020**

BETWEEN

SIMBA SPORTS CLUB COMPANY LIMITED of P.O. BOX 15318 DAR ES SALAAM
having its offices at PLOT NO. 6 AND 7 BLOCK 8 MSIMBAZI/ MCHIKICHI STREET –
DAR ES SALAAM,

(herein after referred to as “the employer”, a term which will include its authorized
representatives, successors and assignee of title,) on one party;_

BERNARD MORRISON (GHANIAN CITIZEN BORN 20 MAY 1993, PASSPORT NO.
G1242044) of OCEAN WAVE APARTMENT, MIKOTHEKI
(herein after referred to as “the Player” / employee.) on other party

WHEREAS the employer is desirous of having the services of the PLAYER; AND

WHEREAS THE PLAYER is willing to sign and offer his services to the employer; the present
contract shall govern the working relations between the PLAYER and the employer.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**1. CONSIDERATION, SALARY, OTHER FRINGE BENEFITS AND DURATION OF
CONTRACT**

- 1.1 That at a consideration of United States Dollars (USD) Sixty Thousand (60,000)
only, being signing fee; the player has agreed to sign, play and offer other related
services to the employer for a period of TWO (2) years effective from **14th August,
2020.**
- 1.2 The Consideration amount agreed herein shall be paid upon signing of this contract
and shall be subject to tax as per the laws for the time being applicable in the United
Republic of Tanzania.
- 1.3 The player's net salary shall be United States Dollars (USD) Five Thousand Five
Hundred (5,500) per month effective from 8th August 2020.
- 1.4 At the discretion of the Board of Directors of the employer (“the Board”), the
Player's salary may be reviewed on recommendations by the coach at every end of
league season, which recommendation shall consider the player's performance,
general discipline of the Player during the relevant period.
- 1.5 The duration of this contract shall be TWO LEAGUE SEASONS effective from 8th
August 2020, provided that the same may be renewed or extended subject to the
absolute discretion of the employer.

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- 1.6 For avoidance of doubt, in case for any reason whatsoever the league season does not end by 30th June of each year, this contract shall be deemed to be valid until after the last game of the said league season.
- 1.7 Notwithstanding any provision contained herein, this contract may be terminated at any given time in league season if the employer is not satisfied with the performance of the Player, his general discipline, behavior or for any other reason specified in this contract.
- 1.8 In case of onward sale while under the Contract, the player and his agent are entitled to 10% of the total sale value.

2. TERMINATION OF THE CONTRACT BY THE EMPLOYER

- 2.1 Respecting the principle that none can prevail from his own faulty behavior, each of the parties can immediately and permanently terminate the contract for just courses.
- 2.2 The following are notably considered as just courses on the side of a club:
 - i. Lack or decline of performance of the player as the employer may reasonably determine;
 - ii. The fact that the player does no longer satisfy, due to his fault, the requirements of the legislation concerning the lucrative activity or to stay in Tanzania for foreigners.
 - iii. Grave or repeated violation of the present contract or the statutes, regulations or directives to which the player had explicitly declared to abide to.
 - iv. Relegation of the employer.
 - v. Loss of license by the employer (by expiry, withdrawal or renunciation) and /or
 - vi. Suspension of the player because of his bad behavior for a period of 3 months or more pronounced by TFF or other competent authorities.
 - vii. An injury whose recovery is adjudged by a qualified medical expert to take longer than two-thirds of a particular league season
- 2.3 In the even the employer chooses to terminate a player under this clause, the player shall be entitled to one-month salary and shall have no any other claim save for arrears of previous payment to which he was entitled before the event of termination.

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3. TERMINATION OF THE CONTRACT BY PLAYER

3.1 Respecting the principle that none can prevail from his own faulty behavior, each of the parties can immediately and permanently terminate the contract for just courses.

3.2 The following are notably considered as just courses on the side of player:

- i. When a club fails to pay salary for more than three consecutive months.
- ii. When a player has been used for less than ten percent of total competitive games in a season.
- iii. Lack of proper welfare services from the employer i.e. (Insurance and medical care).
- iv. When a player is able to buyout his contract at the value of USD 600,000 (USD SIX HUNDRED THOUSAND ONLY).
- v. When a club is declared insolvent by a competent body.

4. LUCRATIVE ACTIVITY ACCESSORY

- 4.1 Apart from professional training, the player shall not engage in any other lucrative activity without prior written consent of the employer.
- 4.2 Any subsequent changes of the secondary lucrative activities of the player will require a written approval of the employer.
- 4.3 The employer shall not refuse its consent unless the envisaged secondary lucrative activity of the player will not allow the player to fulfill correctly his obligations stipulated in the present contract.

5. TRAINING AND MATCHES

- 5.1 For the whole duration of the present contract, the player shall be at the disposal of the employer and shall engage himself in all activities scheduled by the employer, including but not limited to;
 - i. Participating in all collective or individual trainings, training camps, sessions or meetings, and to all club matches, unless he has a medical certificate or permission of the trainer or of the Team Manager,
 - ii. Participating in all activities judged to be necessary by the employer in the framework of the professional activity of the player, notably theory classes, discussions, preparation for matches, collectively or individually;

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- iii. Participating in all trips in Tanzania or abroad, according to timetables, flights and transport determined by the employer, and to stay with the employer while there unless there is a special permission from the trainer.

6. PLAYER'S SELF MAINTENANCE AND IMPROVEMENT OF PHYSICAL CAPACITIES

- 6.1 The player commits himself to unconditionally use his talent and ability in favor of the employer while making effort to maintain or upgrade his level of physical, mental and psychological capacity, to avoid generally anything that may or may appear to affect his efficiency and professional performance at the sight of the employer.
- 6.2 In particular, the player shall not be allowed to participate in any activity prejudicial to the interest of the club, including but not limited to;
 - i. participating in any sport or activity, including during vacation, likely to bring about a physical risk; and
 - ii. Participating in any sport with other clubs or groups without prior written permission of the employer.

7. PLAYER'S GENERAL BEHAVIOR

- 7.1 The player shall behave in a manner that in his professional and private life, shall not compromise his personal reputation or that of the employer or football in general;
- 7.2 In the event the player commits anything unprofessional, the employer shall have the right to take any disciplinary action against the player including fine, salary deduction and termination of the contract.

8. PARTICIPATION OF PLAYER IN PUBLICITY AND COMMERCIAL ACTIVITIES OF THE EMPLOYER / RIGHT TO IMAGE

- 8.1 The player commits himself to give his support to all publicity and commercial activities as may be required by the employer, in whatever form they may be.
- 8.2 The player consents to the broadcasting, by the employer, of his image, in any nature whether alone or with the team being undertaken by the employer in the context of professional activity of the player.

9. PLAYER'S PERSONAL COLLABORATION WITH THE MEDIA

- 9.1 The player commits himself not to collaborate with any media (television, radio, press, informatics media, etc.) concerning club matters.

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- 9.2 By a written permission, however, the employer can allow the player to collaborate with the media. In this case, the player commits himself not to entertain any conduct that may undermine the reputation of his fellow players, the technical staff, the employer (Club), TFF or football in general.

10. PUBLICITY AND COMMERCIAL ACTIVITIES OF THE PLAYER.

- 10.1 Personal publicity activities of the player is permitted in exceptional cases, necessitating prior written permission from the employer.
- 10.2 The player is not allowed to put any advertisements on his equipment other than those specified by his Club.
- 10.3 Except with the prior and written permission of the employer, the player has no right to take part in a signing meeting nor in the conclusion of a contract with any equipment supplier. In principle, any contract in effect between equipment supplier or another commercial advertisement partner and the player must be terminated as soon as possible.
- 10.4 The employer can authorize the player to maintain the contract linking the player with his commercial partner. Such permission must be in written form.

11. SPORTS ETHICS

- 11.1 The player commits himself not to promote or accept benefits from third parties aiming at distorting results of a match.
- 11.2 The player will abide to legal anti-doping regulations and others relating to them.
- 11.3 The player commits himself not to injure a third party intentionally (teammates, opponent, referee, spectator, etc.), in particular during a match or training.
- 11.4 The Player shall abstain, be it on the pitch or outside, from provoking, insulting or assaulting the referee, the opponents, spectators or the public by words or by unacceptable gestures.

12. MEDICAL CARE

- 12.1 It is up to the employer to get player's medical insurance from a registered insurance company.
- 12.2 The player commits himself to communicate without delay any medical problem to the medical officer of the employer. He commits to the employer's doctor; the name and specialization of the doctors and other health professionals whom he would consult outside the employer.

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12.3 Before the beginning of each season, the player shall be called by the official doctor of the employer to undergo a complete medical examination. The doctor shall submit to the employer a medical certificate determining uniquely the ability of the player to perform his work, with the exclusion of all medical facts. The costs related to that examination shall be borne by the employer.

12.4 The player commits himself to follow the medical prescriptions emanating from professionals of the health agreed by the employer and having an objective of making him to recover or to maintain a full aptitude at work such as massages, medico-sports examinations, vaccinations, therapies, preventive measures.

13. OBLIGATIONS OF PLAYER IN CASE OF SICKNESS OR ACCIDENT.

13.1 In the event the player cannot work because of illness or bodily injury, he will have to inform the Team Manager as soon as possible.

13.2 Within 48 hours after the accident or the beginning of the illness the player shall send or cause to be sent, the relevant medical certificate(s) prepared by the medical officer of the employer or, exceptionally, by another doctor but passed by the employer's medical officer.

14. WAIVER OF MEDICAL CONFIDENTIALITY

14.1 The player authorizes doctors and other medical professionals whom might have examined, treated the player; or provided any consultancy whatsoever to the player, to share the Player's medical information with the employer's medical officer in relation to the Player's medical fitness to perform his duties.

15. EQUIPMENT AND OUTFIT GARMENTS.

15.1 The employer shall provide adequate sporting equipment and outfit to the player.

15.2 The Equipment and outfit shall remain to be the property of the employer and will have to be returned to the employer by the player at the end of the working relations or as may be directed by the Team Manager.

15.3 The player commits to use said equipment and outfit them with care.

15.4 The player takes a commitment to use the equipment provided by the employer (jersey, boots, snickers, vest, tracksuits, belt, shoes, underwear, bag, etc.) in all official appearances.

15.5 The employer prescribes the distinctive mark of the team equipment, which is obligatory to the player.

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- 15.6 Should the player fail to respect this commitment in circumstances that may cause the employer is to suffer any conventional penalty, the employer may demand compensation from the player.
- 15.7 The employer can put commercial advertisement on the player's equipment without remuneration claims by the latter.
- 15.8 The player commits himself to wear /put on the outfits / clothes supplied by the employer, during all sports and non-sports activities to which he shall take part as a member of the employer.

16. EFFECTIVE DOMICILES AND ADDRESS OF NOTIFICATION AND CODE OF CONDUCT

- 16.1 The player is expected to have his effective residence within the town / City where Headquarters of the sports installations of the employer are located, unless a written authorization is provided. Whereby the player meets with difficulties in getting housing within that town /city, the employer will support him actively until a solution is found.
- 16.2 Save where permission of the employer, express or employed has been obtained, the Player shall not leave his effective domicile. Should the player leave his effective domicile without permission of the employer CEO after consultation with the team Manager, he shall be committing a misconduct which, if proven, shall attract a penalty of salary deduction at the rate of 10% of his net salary for each day of absence or termination if the player's absence is prolonged for more than 7 days.
- 16.3 The player agrees promptly and faithfully to comply with all present and future policies (including and not limited to the Code of Conduct of 2019), requirements, directions, requests and rules and regulations of the employer in connection with the employer's business. The player further agrees to conform to all laws and regulations and not at any time to commit any act or become involved in any situation or occurrence tending to bring into public scandal, ridicule or which will reflect unfavorably on the reputation of employer.

17. PLAYER'S SALARY AND COMPLIMENTARY BENEFITS

- 17.1 The employer shall pay to the player, at least twelve times per year, a basic monthly every end of month. Moreover, the employer may pay him possible complimentary benefits.
- 17.2 The basic salary and possible complementary benefits, as well as delays and payment schedules / system are fixed as per this contract, signed by the parties, indicating gross amounts.

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- 17.3 At the discretion of the employer, the player may receive match win bonus. In the event a bonus is pledged, the same shall be paid at as when the employer is financially able to.

18. REFUNDING OF COSTS

- 18.1 The employer shall refund the player the costs incurred due to his professional exercises.
- 18.2 The transport costs for external matches shall be borne by the employer, from the official place of departure. It is the same for the meals ordered by the player during such traveling.

19. OTHER ALLOWANCES

- 19.1 In his capacity as a worker, the player has a right to allowances provided by the legislation of the region / district in which the employer has its headquarters. It shall be the duty of the employer to do all the necessary processes in the name of the player.

20. REMUNERATION IN CASE OF IMPEDIMENT TO WORK AND MEDICAL INSURANCES.

- 20.1 In case of sickness, the remuneration of shall be computed in accordance with the applicable regulations of the Tanzania Football Federation for non-amateur players.
- 20.2 In case of accident, the remuneration of non-amateur player of Tanzania football be arranged by the employer, during breaks. The latter has to take into consideration the interests of the player.

21. MEDICAL INFRASTRUCTURE

- 21.1 The employer shall put at the disposal of the player a medical team composed of a physiotherapist, a masseur and a medical officer of the employer.
- 21.2 The benefits in 21.1 above, as well as the intervention of a consulted specialist on the instructions of the medical officer, shall be free of charge for the player as long as they concern treatment provided in the context of professional activities of the latter.

22. TRANSFER OR FORFEITURE OF SALARY

- 22.1 The player cannot transfer or pawn his future salary provided in the present contract.

23. SECURITY IN CASE OF EMPLOYER'S INSOLVENCY

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In the event the employer is declared by a competent body to be insolvent;

23.1 The players shall be free to move from the employer.

23.2 All the outstanding debts of club must be cleared on agreed terms between the employer and a player.

24. APPLICABLE RULES IN CASE OF PERMANENT CHANGE OF CLUB.

24.1 When the player leaves permanently his Tanzania club in order to play in another Tanzania club, the rules provided by Tanzania Football Federation are applicable.

24.2 When the player leaves permanently his Tanzania club to play in a foreign club, rules provided by FIFA or CAF are applicable.

25. RULES APPLICABLE IN CASE OF TEMPORARY MOVE TO ANOTHER CLUB

25.1 When the player is temporarily put to a disposal of another club, the present contract shall continue to apply. By a written agreement, however, the parties can convene to modify some terms of the present contract, notably with regard to salary.

25.2 The employer and the new club agree each other on the contractual obligations that the player shall temporarily play in favor of the new club.

26. LANGUAGE OF REFERENCE

26.1 The present contract, negotiated in English and duly signed by the parties, bears witness.

26.2 On demand or exclusively for information, the player shall receive a Swahili translation of the contract.

26.3 If the player does not master any of these languages, he shall have to find a translator at his own cost.

27. DEMANDS FOR SPORTIVE REGULATIONS AND LEGAL AUTHORIZATION

27.1 On the date of signing of the present contract, the player undertakes to fulfill the sports regulatory conditions of TFF, CAF and FIFA in order to qualify for his new club.

27.2 If the player is not a Tanzanian national, the employer shall after the signing of the present contract, endeavor to obtain work and residence permit for the player

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through competent authorities. In the event the necessary permits are refused, the present contract is automatically and immediately terminated.

28. MODIFICATION OF CONTRACT

Any subsequent amendment of the present contract and / or its annexures signed by the parties must be in written form.

29. DEPOSITION OF CONTRACT

- 29.1 The present contract and its annexes are established in three originals duly signed by the two parties. Each of the parties confirms to have received an original copy of the contract with all its annexes during the signing.
- 29.2 The employer shall deposit the third original copy of present contract, with all its annexes to TFF and these documents shall be treated with confidentiality. In case of divergence among the three original copies, the deposited copy holds.
- 29.3 Any subsequent amendment of the contract or its annexes must also be signed in three original copies. The third original shall be deposited by the employer to TFF.
- 29.4 The parties acknowledge explicitly not to have had, between them, any agreements other than those agreements resulting from the documents submitted to TFF.

30. ACKNOWLEDGEMENT OF DISCIPLINARY POWER

The player explicitly recognizes the disciplinary powers of his Club and those of TFF, CAF and FIFA.

31. CONVENTIONAL PENALTIES AND OTHER SANCTIONS

In case of grave or repeated violation of the contract, or sanction given by a sport organization (TFF, CAF or FIFA), the employer can pronounce conventional penalties against the faulty player. Fines pronounced against the employer by a sport organization (TFF, CAF or FIFA) can be borne by the player if the latter is responsible because of his faulty behavior (gross negligence or intentional). Where necessary, the employer is authorized to deduct from the player's gross salary.

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When the player is prevented from playing official matches due to suspension imposed by TFF, CAF or FIFA following a gross violation of his statutory obligations, the employer can reduce his salary in accordance to the Tanzanian's Labour Laws.

32. LITIGATION AND SPORTS JURISDICTION

- 32.1 Any dispute arising out of breach of this contract or violation of statutory provisions and regulations may be exclusively referred to the relevant for a under TFF, CAF and FIFA as circumstances may require.
- 32.2 The parties submit to any judicial action, any lawsuit related to the present contract and to the annexes of the agreement which govern it, as to its existence, its validity, its interpretation, execution or non-execution to the reconciliation provided for by TFF.
- 32.3 Parties shall endeavor to resolve their disputes amicably before a mediator accepted by both parties; in case of lack of amicable resolution within 20 days after the decision of the mediation authority, each party will be allowed to seek competent arbitral jurisdiction in terms of 32.1 above.

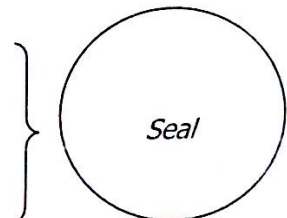
33. APPLICABLE LAW

- 33.1 The contracting parties commit themselves to respect the statutes, regulations, rules and directives of TFF, CAF and FIFA as well as those of the employer.
- 33.2 The player confirms to have knowledge of the above-mentioned documents which are at his disposal at the Secretary / Office of the employer, before signing the present contract. He can get copies if he demands.
- 33.3 By appending his signature to the contract, he declares expressly that he accepts all these documents which an integral part to the contract in their present form are.

IN WITNESS WHEREOF both parties hereto have executed this Contract in the manner and place herein appearing.

SEALED with the Common Seal of SIMBA SPORTS CLUB COMPANY
LIMITED and **DELIVERED** before us

this ____ day of **August**, 2020.



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Full Name: _____
Signature: _____
Address _____

Designation: **CHIEF EXECUTIVE OFFICER**

Full Name: _____
Signature: _____
Address _____

Designation: **DIRECTOR.**

Full Name: _____
Signature: _____
Address _____

Designation: **COMMISSIONER FOR OATHS.**

SIGNED and **DELIVERED** at Dar es salaam by
the said **BERNARD MORRISON**, who is
known to me personally/identified by _____
_____, the latter being personally known to me
in my presence, this _____ day of **August**, 2020


PLAYER


Before me this _____ day of _____ 2020.

Full Name: _____
Signature: _____
Address _____

Designation: **COMMISSIONER FOR OATHS.**

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