



## 2018/19 APPLICATION FORM

Updated: June 18, 2018

### INSTRUCTIONS.

1. PLEASE LEGIBLY PRINT ALL INFORMATION IN **BLOCK LETTERS & IN BLACK OR BLUE INK.**
2. 2 (two) RECENT ID PHOTOS MUST BE PROVIDED.
3. CERTIFIED COPIES OF BOTH PARTIES' (Player & Parent / Guardian) IDENTIFICATION / BIRTH CERTIFICATE MUST BE ATTACHED.
4. THE AFFIDAVIT ON **PAGE 13** MUST BE SIGNED AT THE LOCAL POLICE STATION (**S.A.P.S**) BEFORE SUBMITTING.
5. SIGNATURE MUST BE PROVIDED WHERE NEEDED, PLEASE WRITE YOUR INITIALS ON ALL PAGES (**PAGE 2 - 13**).
6. MAKE SURE YOU UNDERSTAND THE INFORMATION CONTAINED IN THE CONTRACT BEFORE YOU SIGN.
7. ALL APPLICATION FORMS MUST BE ACCOMPANIED BY A REGISTRATION FEE OF **R 4,500** FOR NEW APPLICANTS, **R 4,000.00** FOR EXISTING PLAYERS AS STIPULATED IN **PAGE 6**.
8. ALL PLAYERS MUST PAY THEIR REGISTRATION FEE FULLY BEFORE RECEIVING THE TRAINING KIT AND THE TRACKSUIT.
9. ALL PAYMENTS MUST BE MADE VIA BANK TRANSFARES OR BANK DEPOSITS INTO THE BANK DETAILS PROVIDED ON **PAGE 7**; PROOF OF PAYMENT MUST BE HANDED TO THE COACH/REGISTRATION OFFICER. Or IT CAN BE EMAILED TO [accounts@diaspora.org.za](mailto:accounts@diaspora.org.za)
10. CASH HANDED TO COACHES, TRAINERS, AGENTS OR ANY REPRESENTATIVE OF DIASPORA SOCCER ACADEMY WILL BE RENDERED INVALID.

### SPECIAL ANNOUNCEMENT TO EVERYONE!!

After a player has been accepted into the Academy and all payments made, it is very important to know what items each individual is expected to bring into the club house for personal use. We have in the past, experienced some challenges regarding the behavior of certain individuals especially inside the Club House. Personal belongings have disappeared and sometimes undetected due to the fact that some individuals bring a lot of clothes, shoes and other stuff without a proper record of all that they bring and might not even realize that certain stuff has gone missing. We therefore require each and everyone coming into the Club House to have a record of all their personal belongings and hand it to the House Caretaker who could be in some cases one or two of the coaches, the caretaker will then double check, confirm the records and have a copy retained by the owner.

Last Family Surname(s)	First / Given name(s)	Middle name(s)
Passport or ID No		

PRESENT MAILING ADDRESS (MA)		
Street Name and Number:		
City	State /Province	Zip/Postal code
Tel / Cell number:		Email Address:

School Grade: \_\_\_\_\_ Name of School: \_\_\_\_\_

Parents/Guardians' Name

(\_\_\_\_\_) \_\_\_\_\_  
 Address (if different from above) Tel (work)

(\_\_\_\_\_) \_\_\_\_\_  
 Parents/Guardians' e-mail address (1 only) Cell phone No:

**Parent/Guardian Interested In Volunteering, Please Check Appropriate Box:**

Coach: \_\_\_\_\_ Assist Coach: \_\_\_\_\_ General Help: \_\_\_\_\_

# PLAYER CONTRACT

Updated: June 18, 2018

Printed Player's Name: \_\_\_\_\_

Team: \_\_\_\_\_

By signing this contract, my parents and I understand the time and financial commitment required of us as described in the DSA Fact Sheet ~~and~~ or DSA Registration Form ~~and~~ I agree to play for DSA during the 2018 season in the S.A.F.A Soweto Academies League. We also understand that I will not be officially roistered unless payments due have been paid according to the DSA Fact Sheet and/or DSA Registration Form, and that a decision to leave the Club does not relieve us of future payments.

I will attend practices, be prepared, learn and improve my soccer skills, and respect the coach and my fellow teammates. I will follow the DSA Players Roles and Responsibilities.

Player's Signature: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ 20\_\_\_\_

## For official use only:

*To be signed by Diaspora Soccer Academy Official or Agent*

Agent / Official Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

OFFICIAL STAMP HERE

# Player/Parent Agreement

Updated: June 18, 2018

## INTRODUCTION

We have enjoyed many successes with our involvement in youth soccer and learned that one key ingredient of success is clear, consistent communication between the club; its teams and trainers, players and parents. This document is one way of explaining, in detail, our expectations of you as a member of DIASPORA SOCCER ACADEMY (“DSA”) and what you can expect from the Academy. It will help you identify some potential problem areas and at the same time answer questions about the club’s decision-making process. As you have committed to become a member of DSA, please take the time to read the following pages carefully. The signature page must be signed by the player and a parent to be accepted to the Academy. This agreement covers the seasonal year that runs from January 1<sup>st</sup> to November 31<sup>st</sup> each year.

## PLAYER EVALUATION AND SELECTION

Current players are evaluated throughout the season during practices, scrimmages, and games. New players are evaluated during annual tryouts, special clinics, scrimmages and under game situations. There are many terminologies used to categorize and describe soccer abilities. Present and potential team members are evaluated in four areas:

- 1) Mental dimensions (character, discipline, and leadership)
- 2) Physical dimensions (endurance, strength, and speed)
- 3) Technical competence (skills)
- 4) Tactical awareness (runs, reading)

If you have any questions about the meaning of these terms, please ask the trainers. Trainers or independent evaluators will base their decisions solely on the four areas of evaluation and they are responsible to make decisions for the good of the club and team. Politics, friendships, personal relationships, and financial contribution to the club or team will not enter into these decisions. Your understanding here is important, for just as players have the freedom to select a soccer club without unfair pressure and with a full understanding of what is expected, the coach needs the same freedom to work objectively. We will not always agree on issues as sensitive as player evaluation and selection. We hope you will respect our attempt to be objective in these matters.

## TRAVEL POLICY

The Club assumes no responsibility or liability whatsoever for travel associated with DSA training, practices, league or tournament play. As a player within the Club, travel outside of the county is anticipated and expected; and all players will be required to participate in every event unless injured. Certain travel rules are Club specific, but other rules and guidelines can and will be set by individual teams. Travel rules for the Club include:

- Players and parents are expected to not smoke, drink alcohol, or use illicit drugs;
- Respect for fellow players, families, chaperones, and all others in authority;
- Respect for the property of others, including hotel property, etc. and respect for other guests and hotel staff;
- Players need to be accounted for at all times with either a parent, chaperone, coach, or other designated person;
- All movie selections at a hotel will be approved by the parent, chaperone, or other designated person;
- No costs will be levied against a room account without permission of a parent, chaperone, or other designated person;
- Curfew will be set by team coach, honored by all players, and supported by parents and chaperones;
- Team meetings, training, meals, and other activities set by the coach are mandatory and players are responsible for being punctual, with absence or tardiness limited to situations where prior permission has been given by the coach;
- Teams are expected to stay together in the same hotel whenever possible;
- If rooming assignments are necessary, players are expected to honor assignments made by the coach or manager;
- As representatives of the Club, decorum and manners are expected through the entire trip;
- Players are to travel as a team when instructed to do so;
- Players will not, under any circumstances, operate rental vehicles; and
- Dress requirements while traveling or at special events such as opening ceremonies at regional or national tournaments may be set and must be adhered to as instructed by the team coach.

Additionally, families of Club players are also expected to observe Club travel rules and any other applicable Club or team specific rules while traveling and staying in hotels with a Club team. Parents should be mentors and leaders for the players and teams!

## **PLAYER UNIFORM POLICY**

Diaspora Soccer Academy has standardized on single uniform kit for all Club Competitive teams. Players must wear approved DSA uniforms for all league, tournament, or cup events. No team/club sponsor logos or names may be placed on uniforms.

## **TRYOUTS (TRIALS)**

Club tryouts are held annually and are open to all players who meet the age requirements. Each prospect will be given a fair opportunity to make the team. The club will announce the open tryouts to inform the public of the specific tryout dates and times. Evaluations and selections will be based solely on how players perform in the four evaluation areas according to the training staff. Evaluations take place during the competitive soccer season (practices and games), as well as during open tryouts.

## **PLAYER COMMITMENTS**

DSA is a competitive soccer club geared towards players who love the sport of soccer and are serious about their development as soccer players. It is important to recognize that players and parents invest significant time and resources in playing club soccer and expect the club to create and foster an environment which will ultimately allow players to compete at the highest levels of high school and possibly college soccer and beyond.

Your commitment to the club and the club's commitment to you are for one soccer seasonal year only and at the end of each year, you must try out again. At the conclusion of the year your commitment to the club is over and you are free to leave the club if you feel it is in your best interest. The aim of this policy is to create an appropriate competitive environment for the proper development of our players. The intention is not, however, to create an environment where trainers are unnecessarily recruiting large numbers of new players each year simply to win games and move up the competitive ladder of the league. Player may be cut from a team during a seasonal year for various reasons which include disciplinary reasons, failure to fulfill financial obligations and parent misconduct.

Players are expected to make their commitment to DSA as their first recreational activity priority during the league season. We expect our players and parents to be ethical, honest and to honor their commitments both verbal and written; therefore you should make your decisions thoughtfully and carefully. Once your commitment is made, the club expects your full participation and support for the entire soccer season. Take into account that when you make your commitment, the coach may need to inform other potential players that they did not make the team. Please be sensitive to others and consider your decision carefully. If you have committed to the club, the club will also be ethical and honest, honoring its commitment to you.

## **PLAYER RESPONSIBILITIES**

Attendance at games is mandatory. Games will be rescheduled on short notice and you will be expected to make every effort to attend. Teams may play in tournaments over the Public Holidays and perhaps other weekends. Barring a special family circumstance, you will be expected to be there. Players should arrive at all games 50 minutes early with all game jerseys and complete uniform available. During games, players are expected to follow the instructions of their trainers. Players not on the field are expected to sit and watch their teammates from the bench. Players are expected to try their best within the rules of the game and compete aggressively but fairly at all times.

Players are expected to condition themselves both during the season and in the off-season. Failure to be in good physical condition will necessarily affect a player's ability to perform and will likely cut a player's playing time during the season. Likewise, players are expected to work on soccer skills year round either on a formal or informal basis. Players need touches on the ball as much as possible throughout the year in order to develop. Practices are mandatory and should only be missed on account of illness, religious obligation or special circumstance. Please inform your coach in advance if you can't make a practice. Players are expected to arrive at practices 10 minutes prior to the scheduled start time with lots to drink and shin guards. Players should use the bathroom prior to practice and should be ready to train seriously when they arrive.

Nutrition and rest are also the responsibility of the player. We expect players to eat nutritious, healthy food in a timely fashion so as not to interfere with performance. If you have questions about which foods are best for performing athletes, please ask the team coach.

As a member of DSA, you are responsible for your own performance and conduct. Honesty, communication, and reliability are expected at all times. The club asks that you care about yourself and the sport of soccer. This requires that you maintain a healthy lifestyle and a healthy team attitude. In addition, our club will insist you maintain a positive team attitude and a personal sense of sportsmanship and fair play.

## **OFF THE FIELD**

DSA players are expected to carry themselves as gentlemen and ladies on and off the field. At tournaments, player behavior is expected to be exemplary on and off the field. As elite athletes, players are further expected to conduct themselves with dignity and respect at home and at school. Disrespect of adults, including teachers and parents, will not be tolerated. Poor behavior by one player is a bad reflection on teammates and the club.

## SCHOOLWORK

Part of the commitment of playing for DSA is a commitment to being able to handle all the obligations that a student has in his or her daily life. It is expected that all players be prepared to play soccer at DSA games and practices. This demands that players do their best in school and budget their time in order to fulfill their obligations in their primary role as students. Players who are not doing their best in school and/or are not meeting their homework obligations are jeopardizing their position on their team and letting their fellow teammates down.

## COMMUNICATIONS

As a member of DSA, you are responsible for your own performance and conduct. Honesty, reliability and communication will be expected at all times. There will inevitably be times during the season when trainers make decisions and players will be instructed to do things they may not understand. During such times, players are encouraged to talk with their trainer so they can gain a better understanding of why certain decisions are being made and what is expected of them. If you have issues or concerns such as the amount of playing time you are receiving, whether or not you are starting, what position you are playing, etc., please do not hesitate to speak with your trainer at the appropriate time. All of the DSA trainers have an open-door policy with respect to such issues or concerns and they encourage and expect you to communicate when you have such issues or concerns. You and your trainer may not ultimately agree on such matters but you will both have a better understanding of each other and what needs to be done to resolve the matter. You are responsible for knowing what is going on with your team. There are times when changes are made (sometimes last minute) to practice and/or game dates, times and/or locations. Most teams communicate primarily by e-mail, so you must check your e-mail box daily. If you are going to miss a practice or game (or be arriving late or leaving early) you must notify your trainer or the designated person at the earliest possible moment. In case of inclement weather your team has a procedure for announcing field closure.

## THE PARENTS

Parental support and involvement in the club are essential. Team parents must make sure their child attends all possible club and team functions (practices, meetings, games, etc.). We understand there will be times when conflicts cannot be avoided and other more important events occur. The club requires your communication, planning, and understanding so we can minimize conflicts. It is the team's responsibility to present a periodic schedule to allow time for your planning. When parents or players have an unavoidable conflict, the club expects timely communication to see if the club or team can make any necessary adjustments. The team manager will make final decisions on scheduling after careful consideration of your needs and those of the club or team.

## SIDELINE COACHING

There will be no coaching by parents. 'Go, 'shoot, 'pass' or 'send it' are interpreted as instructions and as such are not desirable. No matter how good your intentions are; we insist there be no shouting instructions to your child or any other player on the team. We also insist there be absolutely no yelling or complaining to referees or officials during or after games. Your vocal support and positive encouragement are welcome after good play. Please do not criticize or "moan" with disappointment when mistakes are made. The players are well aware of mistakes they make (especially the bad ones), and we also teach our players that overcoming and learning from mistakes are an important part of the learning process.

It is important that players not be distracted at practices, during games, and that players are given only one set of instructions by one voice before, during, and after practices and games. For this reason, the club insists the coach and assistant coach is the only voice before, at and after all games and practices. No one other than those listed on the official game roster may sit on or near the team bench before and during games (please respect the space and privacy necessary for the coach and team to carry out their game responsibilities).

Please respect all of the other players on the team; please do not make critical remarks to others about specific players on your team. Many times, these comments are overheard by the players or others and can be quite hurtful and foster an unhealthy team environment.

Please respect your coach and assistant coach and do not make negative remarks to others about coaching decisions. The club's first concern is for the long-term growth and development of our players as individuals along with their soccer abilities under pressure. There will be times trainers make decisions and players are instructed to do things parents will not understand. Club, team and player development will sometimes be given a greater priority than winning, especially in the younger years prior to high school. Parents must understand this and conduct themselves in a manner consistent with this philosophy in order to maintain a healthy team environment. Remember, playing only to win without taking healthy club, team and player development into account will not result in a solid foundation upon which your child will be prepared for winning.

Parents, always at the appropriate moment and time, should feel free to communicate and ask questions about your child. Also, please take the initiative to encourage and teach your player to speak up and communicate for themselves whenever possible. DSA believe in and teaches players the benefit of having mental toughness to guide their intense focus on the game of soccer. We will instruct your child to ignore adverse conditions such as bad referees, name calling, foul language, rough play, cheating, poor weather, negative behavior by parents or opponents, etc. We expect our parents (as well as our trainers) to have this same mental toughness.

## MANAGER

Managers are parents with players on the team, who have volunteered to manage the team's scheduling, finances, tournaments, etc. They do a lot of things parents and players don't realize and you are expected to cooperate fully with them at all times. Please make all payments or request on due date given, without having to be reminded or harassed. Have the courtesy to return or reply to calls, texts and/or e-mails; just like other parents, they have full schedules.

## THE COACHES

The Coaches for DSA are instructed to conduct themselves first as teachers and second as soccer trainers. Nothing positive will come of the Academy's efforts if we produce world-class players who do not know how to conduct themselves as successful human beings. In this regard you can expect DSA trainers to conduct themselves as positive role models and display appropriate behavior. Our trainers recognize they are dealing in an important way with young people and cannot overlook the impact they have on players' lives. Trainers, together with the team managers are responsible for the conduct of the team on and off the field whenever the team is together. We insist our players are polite, well behaved and respectful. Players and parents can expect honesty, communication, consistency, and reliability from the trainer. The club and the trainers are committed to giving players the tools and skills to enable them to become as good as their ability, desire, commitment, and effort allow. Trainers are committed to creating an environment that is conducive to the development of quality competitive soccer. We recognize there are things more important in life than soccer. In terms of priority, family and school work come first. However, if the trainers see you are not willing to put your soccer above other recreational activities during the season, it may affect your playing time and/or your status with the club. Do not expect the trainers to praise everything you do well. After a time there are things the trainer will come to expect from every player.

There are times when the trainers will say very little, and times they may yell out instructions. There are times they will be critical of players, and other times they will be generous with praise. Players and parents are expected to take constructive criticism along with praise for a job well done, and be able to deal with both. The trainer will attend practices and will coach at games. In situations where conflicts do occur, and they will, the club will designate a trainer to cover that particular practice or game. It is important for players and parents to understand that coaching in soccer is overrated. Once players reach a certain level of skill, maturity and experience, they become more important to the team's success than the trainer. The trainers will make decisions on player selections, game lineup, player positions, amount of playing time, etc. Players must be positive in fulfilling the role they are asked to perform for the team at any moment, even if that role has them not playing at all, coming off the bench, or playing a different position. If conflicts or issues arise between a player and/ his/her parents and the team then the trainer and manager will be responsible for addressing and responding to the conflicts or issues and make decisions for the good of the team. These decisions will be made in the manager's/trainers' sole and absolute discretion. The manager's/trainer's decision will be final. The player and his/her parents must agree to abide by the decision. There are some trainers who coach two or more DSA teams. All such trainers will attend all training sessions and will attend all possible team games as the schedule permits. There will be times when conflicts occur and, in those situations, another trainer will cover one of the games or practices. The decision as to which team is covered by the trainer will be determined solely by the trainer. We hold our trainers to the highest standards and there will be times when you do not agree with the trainer's conduct. If you tried everything to rectify the situation and still not satisfied, you may contact the team manager who will contact the Board.

## PLAYING TIME

There is no guaranteed amount of playing time and there are many factors that can affect the amount of playing time for a particular player. The policy of the club is that playing time is earned and not given. Starting positions and playing time are both earned by coming to practice regularly and by working hard, competing and concentrating during practices and games. Should you have any questions or concerns, please talk with your trainer at the appropriate time.

## FEEES

The club and teams are financially supported through player dues. The amount per player varies per year. Annual team due to the club is currently: Players residing out of the club house

### REGISTRATION

### FIRST MONTH

### MONTHLY FEES

New Players

4 500.00

2 500.00

Existing Players

4 000.00

2 000.00

Non-resident Players

4 500.00

500.00

Should a player quit or leave the team to join another club or team after any payments are made, there will be **NO REFUNDS**. Failure to make club annual fee payments when due may result in the player's inability to be issued a player card for the subsequent season until all annual fee payments have been made.

## **BANK DETAILS**

<b>Account Holder</b>	:	<b>Diaspora Welfare &amp; Youth Development Organization (NPO)</b>
<b>Name of Bank</b>	:	<b>First National Bank (FNB)</b>
<b>Account Number</b>	:	<b>6 2 7 6 9 1 1 8 0 8 7</b>
<b>Account Type</b>	:	<b>Business Cheque</b>
<b>Branch Name</b>	:	<b>Carlton Centre</b>
<b>Branch Code</b>	:	<b>250-205</b>

## **DISCIPLINARY ACTIONS**

If you are uncertain of what is expected, it is your responsibility to ask one of your coaches. Knowing and understanding these things, your participation in the club will be positive for you as you develop your soccer abilities to the highest level possible. We have high expectations of the club, the teams, the coaches, and you. These expectations are really the rules, regulations, and policies of DSA. So that you and every player in our Academy can get the maximum benefit, we need you and every player to abide by the Club Bylaws, Rules, Regulations and Policies. Everyone has problems from time to time and we will make every effort to work with you to help solve the problems you may have. After we have exhausted all efforts to solve the problem, we will be left with little choice other than to pursue disciplinary action as outlined below. The same procedures will apply to situations where parents or coaches may require warrant disciplinary steps.

1. The coach will discuss the problem directly and privately with the player, with the assumption the problem will be corrected immediately.
2. If the problem persists, the coach will communicate with the player's parents to discuss the problem and lack of response on the part of the player.
3. Parents will have the opportunity to be involved with correction of the problem at this time. If the problem continues, the coach may temporarily suspend the player. If the situation warrants, the coach may recommend to the Board that the player be removed from the club. The parents will be notified by the Board of the coach's recommendation.
4. The parents of any player recommended for removal from the club may request to meet with the Board.

## **CODE OF CONDUCT**

As a Player, I understand that I must follow these rules to stay in good standing

1. Respect the game, play fairly and follow its rules and regulations.
2. Show respect for authority to the officials of the game and of the league.
3. Demonstrate good sportsmanship before, during and after games
4. Help parents and fans understand the league philosophy so they can watch and enjoy the game.
5. Be courteous to opposing teams and treat all players and coaches with respect.
6. Be modest when successful and be gracious in defeat.
7. Respect the privilege of the use of public facilities.
8. Refrain from the use of drugs, tobacco, alcohol and abusive language.
9. No player should be found in possession of illegal goods or any goods that don't belong to them

# REPRESENTATION CONTRACT BETWEEN THE PLAYER AND DIASPORA SOCCER ACADEMY

## The parties

Diaspora Welfare and Youth Development (NPO), the parent Organization that runs Diaspora Soccer Academy and

\_\_\_\_\_, residing at: \_\_\_\_\_, date of birth:

\_\_\_\_\_(Hereafter, the *PLAYER*)

have agreed to conclude a representation contract as follows:

### 1) Duration

This contract will be valid for 5 years. It will take effect on \_\_\_\_\_ and terminate on \_\_\_\_\_.

### 2) Remuneration

Only the Client may remunerate the Diaspora Organization for the work it has accomplished. The Organization shall receive a commission amounting to 10% of the annual gross basic salary due to the Client as a result of the employment contracts negotiated by the Diaspora Organization.

### 3) Exclusivity

The parties agree that the placement rights be transferred exclusively: \_\_\_\_\_

not exclusively: \_\_\_\_\_

to the Diaspora Organization.

## Mandatory legislation

The parties agree to adhere to the public law provisions governing contracts, job placement and other mandatory national legal provisions in force in the country concerned as well as in applicable international law and treaties.

## Final notes

This contract has been signed in four duplicates, each nonsignature page of the contract has been initialed by the Diaspora Organization and the Player, and the copies have been distributed as follows:

1. Diaspora Organization
2. Player

**NOTE:** Additional terms of this contract will be further discussed and both parties understand that these additional terms are an integral part of this contract, and will incorporated by reference as if they were set forth above.

Place and date:

Place and date:

**DIASPORA ORGANISATION:**

**PLAYER:**

\_\_\_\_\_  
Diaspora Organization

\_\_\_\_\_  
Print name below



## Scope of Representation; Exclusivity

By this contract Client retains Players' Agent (Diaspora Organization) to act as Player's sole and exclusive representative for the 5 years following the Effective Date (the "Term") to represent, advise, and counsel Player with respect to all contracts entered into with professional football/soccer clubs *worldwide* (the "Territory") and in all business affairs related to Player's status as a professional football/soccer player, including but not limited to product endorsements, sponsorships, promotional activities, and other marketing contracts anywhere in the Territory. As Player's sole and exclusive representative, Diaspora Organization shall use all commercially reasonable efforts to: (i) introduce Player to appropriate professional football/soccer clubs *anywhere in the Territory* (the "Clubs"), (ii) assist with the transfer or loan of Player from one Club to another and the signing of Player by a Club when Player is in out-of-contract status, including assist in obtaining any approvals from national associations that may be required, (iii) assist in the negotiation of any renewal contract between Player and a Club, (iv) assist in arrangements for the release of Player from a Club for duty on a national team in international competitions, (v) develop endorsement, sponsorship, promotional, and other marketing opportunities for Player, and (vi) provide general advice and counsel to Player during the Term hereof.

## Additional Remuneration

4.1 In addition to the commission payable to the Diaspora Organization under Section 2 above, the Diaspora Organization shall receive:

(a) a fee of ten percent (10%) of the gross basic salary due to Player at any time under any contract with a Club, league or national association *anywhere in the Territory* that was executed or negotiated in whole or in part during the Duration of this contract;

(b) a fee of ten percent (10%) of the gross amount of any (i) signing bonus, (ii) match appearance payment, or (iii) other payment based on match appearances, received by Player at any time under any contract entered into with any Club, league or national association *anywhere in the Territory* that was executed or negotiated in whole or in part during the Duration of this contract; and

(c) a fee of twenty percent (20%) of the gross endorsement, sponsorship, promotional, or other compensation due to Player at any time from any party *anywhere in the Territory* related to the Player's status as a professional football/soccer player that was executed or negotiated in whole or in part during the Duration of this contract.

4.2 All amounts due under Section 2 and Section 4.1(a) shall be paid to Diaspora Organization in accordance with the payment terms designated in Section 2. All amounts due under Section 4.1(b) shall be paid to Diaspora Organization on the last day of each year in which the Player receives such compensation. All amounts due under Section 4.1(c) shall be paid to Diaspora Organization on the first day of each year of the Player's contract for the relevant services or, in the absence of a contract for such services with a term of one year or more, upon receipt by Player of each amount of compensation for the relevant services.

4.3 For the avoidance of doubt:

(a) all remuneration due to Diaspora Organization under Section 2 and Section 4.1 shall be paid without deduction or offset; and

(b) in view of the exclusive nature of this contract and of the benefit to the Player of the general advice and counsel available to him by or through the Diaspora Organization during the Duration of this contract, all fees, including fees due on compensation arising out of employment contracts, shall be earned, and due in accordance with the terms of this contract, whether or not Player elects to use

Diaspora Organization services in the course of consummating or fulfilling a transaction described in Section 2 or Section

1.1.

## **5) General Terms**

5.1 Player shall have final approval of all contractual terms, and Diaspora Organization cannot enter in to any contract binding Player without Player's approval. Player's signature on a contract shall be conclusive evidence that he has approved all of its terms.

5.2 Player warrants that he is free to enter into this contract, that he is not currently represented by or under contract for representation with any other party, and that absent the prior written consent of Diaspora Organization, Player will not enter into a contract for representation with any other party during the Duration of this contract.

5.3 The Player acknowledges that Diaspora Organization will delegate to certain of its associates in S.A.F.A Soweto Academies League, and may also engage outside professionals, including attorneys, accountants, and other FIFA-licensed Players' Agents to assist in, the performance of certain terms of this contract, and that Agent may assign the proceeds derived from this contract in Diaspora Organization's sole discretion. Diaspora Organization acknowledges that no such engagement or assignment (i) shall relieve Diaspora Organization from the obligation to supervise and see that all the services of the Diaspora Organization set forth in this contract are furnished to the Player, or (ii) result (without Player's prior written consent) in any remuneration additional to that provided for in this contract becoming due from Client. Notwithstanding the foregoing, Diaspora Organization may assign this entire contract, but only (a) with the prior written consent of Player, and (b) to another FIFA-licensed agent or to an attorney domiciled and authorized to practice in the country of residence of the Player as a lawyer in compliance with the rules in force in his country of domicile. In the event of an assignment of this entire contract as described in the preceding sentence, (x) neither Diaspora Organization nor its associates shall have any further obligation for the performance of the terms of this contract, but (y) Player shall continue to be obligated (unless otherwise agreed by Diaspora Organization in writing) to pay Diaspora Organization the remuneration due under this contract with respect to contracts that were executed or negotiated in whole or in part during the Duration of this contract prior to the date of said assignment.

5.4 The parties agree that this contract will be governed by and construed in accordance with the laws of the Republic of South Africa without regard to conflict of laws principles which could cause the application of the laws of any other jurisdiction. Any and all disputes arising between Diaspora Organization and the Player under this contract shall be decided: (a) if the Diaspora Organization, Player, Club and/or another players' agent are all registered with the same national association, by the national association concerned, and, if not, by the FIFA Players' Status Committee, or (b) to the extent the relevant national association or the FIFA Players' Status Committee refuses to accept the submission of, or does not finally rule on, all or any part of the dispute, or refuses to enforce any provision of this contract (including a subsection thereof) that is enforceable under applicable law, by binding arbitration (of all or the unresolved part of the matter, as the case may be) in the Republic of South Africa under the Rules of S.A.F.A, by one arbitrator appointed in accordance with said Rules. Each party shall bear his own expenses (including attorneys' fees) and 50% of any tribunal fees arising out of any proceeding described above.

Any action at law or in equity by either party to enforce a ruling issued by a tribunal pursuant to the above procedure, including by way of injunctive relief, may be brought in a court in any country, territory, state, municipality, or other jurisdiction that the party seeking to enforce the ruling in his sole discretion elects, and each party to this contract hereby consents to, and agrees not to contest, the jurisdiction and/or convenience of the forum or forums elected.

5.5 If this contract is translated into a language other than English and there arises a conflict or ambiguity between this English language version and the non-English language version, the English language version of this contract shall prevail and be given full force and effect.

5.6 Any notice given to either party shall be in writing and shall be deemed to have been given when delivered either personally, by confirmed facsimile, by overnight delivery service (such as DHL) or send by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as the party may subsequently give notice of:

Diaspora Welfare and Youth Development Organization:

PLAYER:

Managing Director

28 Milbourne Road

Betrams, Johannesburg

Republic of South Africa

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.7 The parties hereto agree that this contract contains the entire understanding and agreement between them, and supersedes all prior understandings and agreements between the parties respecting the subject matter hereof, and that the provisions of this contract may not be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the parties hereto. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this contract to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter hereof has been made by either party which is not set forth expressly in this contract.

5.8 The invalidity or unenforceability of any provision or provisions (including a subsection of any provision or provisions) of this contract shall not affect the validity or enforceability of any other provision or provisions of this contract, which shall remain in full force and effect.

5.9 This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed signatures shall be as binding as originals.

5.10 The Player declares and represents that: (a) he has read and understands this contract, (b) he has been given the opportunity to consult with an attorney if he so desires, (c) he intends to be legally bound by the promises set forth in this contract and enters it freely, without duress or coercion, and (d) he has retained a copy of this contract for his records.

## Player/Parent Agreement signature page

Updated: February 08, 2017

I have read the Player/Parent Agreement and I agree to abide by these policies.

### PLAYER INFORMATION:

Player Name: \_\_\_\_\_  
(Print name & surname fully)

Parents' names: \_\_\_\_\_  
(Print name & surname fully)

Age group: \_\_\_\_\_

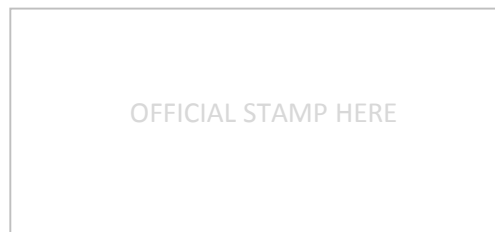
Manager name: \_\_\_\_\_  
(If the player has a personal manager/mentor or agent)

### SIGNATURES:

Player: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_20 \_\_\_\_

Father: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_20 \_\_\_\_

Mother: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_20 \_\_\_\_



**AFFIDAVIT**

Updated: June 18, 2018

I, the undersigned: \_\_\_\_\_ Identity Number: \_\_\_\_\_

Player's name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Yr) (mnth) (dy)

Residing at: \_\_\_\_\_

\_\_\_\_\_

do hereby make oath and state that:

I have read the enclosed Rules and Responsibilities for Players, Parents, and Coaches and agree to abide by them as a condition for registering my child.

I acknowledge that soccer is a physically-demanding activity from which injury can result. In consideration of the player's participation in activities sponsored by the DIASPORA WELFARE AND YOUTH DEVELOPMENT ORGANISATION (NPO), I, for myself and the player intending to be legally bound, hereby release and indemnify the DIASPORA SOCCER ACADEMY, its officers, directors, employees, agents and representatives from and against all claims, liabilities, damages or causes of action arising out of or in connection with the player's participation in the activities sponsored by the DIASPORA SOCCER ACADEMY.

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, fans and officials at games, practices and other sporting events. Advocate a sports environment for my child that is free of drugs, tobacco, alcohol and abusive language, and refrain from their use during youth sporting events. Encourage my child to play by the rules and respect the rights of other players, coaches, fans and officials.

**PARENTS PERMISSION:** I give my permission for my child to play with the above team and hereby waive any and all claims against the DIASPORA SOCCER ACADEMY, its employees or other persons affiliated with the league, from injuries sustained as a participant or while traveling to/from a game.

I recognize that parents are the most important role models for their children and that amateur athletics help to develop a sense of teamwork, self-worth and sportsmanship. I encourage my child to play by the rules and respect the rights of other. I understand it is important to enforce rules of play and set conduct standards as necessary components in athletics and life. I will at all times encourage my child to play by the rules, respect the game officials' decisions and not criticize a game official's ruling during or after an athletic contest.

\_\_\_\_\_/\_\_\_\_\_/ 20\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

I CERTIFY that this Affidavit was SIGNED and SWORN to before me at \_\_\_\_\_

on this day \_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_ the deponent having acknowledged that he / she knows and understands the content of this Affidavit .

\_\_\_\_\_  
Commissioner of Oaths

Full names:

Business address:

Designation: