

# IRISH FOOTBALL ASSOCIATION PROFESSIONAL GAME PLAYER REGISTRATION REGULATIONS

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## 1.0 Introduction

- a. Players participating in organised football are either amateurs or professionals. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.
- b. Youth players shall not be subject to the Player Registration Regulations and may register freely until the season in which their 10<sup>th</sup> birthday occurs, subject to individual competition rules.
- c. **The following regulations shall apply for players registering for their club to play in competitions in which professional players may participate. Competition rules shall determine whether it permits professional players to participate.**
- d. All registrations shall be administered by Clubs/s using Comet FMS.
- e. All Club registrars will be obliged to agree to the terms and conditions of the access to and use of Comet FMS.
- f. Appointed league officials shall have full access to player registration records within their own league and will have full administrator rights to assist clubs as and when required. Such officials will be obliged to agree to the terms and conditions of the access to and use of the Comet FMS.
- g. A player not registered with the Association who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club by the organising body of the competition concerned.
- h. It shall be the responsibility of clubs playing in any match to be played under the jurisdiction of the Association to ensure that its players are eligible to play in such a match.

## 2.0 Number of Registrations/Clubs

- a. Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 (FIFA Regulations on the Status and Transfer of Players). Only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering, a player agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.
- b. A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (cf. Annexe 3 of the FIFA Regulations on the Status and Transfer of Players).
- c. A player may only be registered with one club at a time.

- d. Players may be registered with a maximum of three clubs during one season (the period from 1<sup>st</sup> August to 31<sup>st</sup> May, and in the case of NIFL Women’s Premiership and NIWFA from 1<sup>st</sup> March to 31<sup>st</sup> October). During this period, the player is only eligible to play in official matches for two clubs, subject to the temporary exception below. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he/she has fully complied with his/her contractual obligations towards his/her previous clubs. Equally, the provisions relating to the registration periods (article 6 – FIFA Regulations on the Status and Transfer of Players) as well as to the minimum length of a contract (article 18 paragraph 2 – FIFA Regulations on the Status and Transfer of Players) must be respected.
  - i. This exception may also apply to players moving between two clubs belonging to domestic leagues with overlapping seasons.
  - ii. In the accordance with article 5.4.i – FIFA Regulations on the Status and Transfer of Players), during the following period, players may be registered with a maximum of three clubs and are eligible to play official matches for three clubs during one season:
    - a. for associations following a dual-year calendar: the 2019/20 and 2020/21 seasons; and
    - b. for associations following a single-year calendar: the 2020 and 2021 season.
- e. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.
- f. Notwithstanding any of the above, a player may only register for any club twice in one season.
- g. In the event of the Association receiving formal notification, in writing, of a club ceasing to exist all amateur players registered with said club during the current season shall be immediately released from their registration and free to register with another club, subject to compliance with the relevant league’s rules. For the avoidance of any doubt the club who cease to exist will not be counted in the number of clubs for which the player has been registered in the current season.

### **3.0 Registration Periods**

- a. Players may only be registered during one of the two annual registration periods fixed by the relevant association. Associations may fix different registration periods for their male and female competitions. As an exception to this rule, a professional whose contract has expired prior to the end of a registration period may be registered outside that registration period. Associations are authorised to register such professionals provided due consideration is given to the sporting integrity of the relevant competition. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse, subject to article 22 (FIFA Regulations on the Status and Transfer of Players).
  - i. As an exception to paragraph 1, a female player may be registered by an association outside of a registration period to temporarily replace a female player that has taken maternity leave. The period of the contract of the temporary replacement female player shall, unless otherwise mutually

- agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.
- ii A female player may be registered by an association outside of a registration period upon completion of her maternity leave (cf. article 18 paragraph 7; and article 18quater of FIFA Regulations on the Status and Transfer of Players) subject to her contractual status.
  - iii Associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, and the sporting integrity of the relevant competition.
  - iv As a temporary exception to paragraph 1, a professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered by an association outside a registration period, regardless of the date of expiry or termination.
- b. The first registration period shall begin on the first day of the season, subject to the temporary exceptions below. This period may not exceed twelve weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks. Two registration periods for the season shall be entered on TMS at least 12 months before they come into force (cf. Annexe 3, article 5.1 paragraph 1 of FIFA Regulations on the Status and Transfer of Players). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6 of the FIFA Regulations on the Status & Transfer of players. FIFA shall determine the dates for any association that fails to communicate them on time.
- c. Players may only be registered – subject to the exception and temporary exception provided for in article 6 paragraph 1 (FIFA Regulations of the Status and Transfer of Players) – upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.
- d. The following registration periods will apply:
- 9 June 2021 – 31 August 2021  
1 January 2022 – 31 January 2022

#### **4.0 Professional Registrations**

- a. All professional registrations must be submitted via Comet FMS by Club Registrars. The application for registration for a professional must be submitted together with a copy of the player’s contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.
- b. All mandatory fields of Comet FMS must be accurately completed in full before a registration is confirmed. The player shall be considered registered upon completion of the online procedure. Any player who is under the age of 18 on the date of registration must have written consent from a parent or guardian agreeing to the registration.
- c. The minimum basic rates of weekly remuneration shall apply to all professional registrations as follows:

23 year old and over	£62.37
21 year old and over	£58.52
18-20 year olds	£45.92
16-17 year olds	£32.34

- d. In the event of these minimum thresholds not being observed the relevant registration documents shall be considered null and void.
- e. If an intermediary is involved in the negotiation of a contract, he/she shall be named in that contract. The intermediary's involvement must also be recorded in Comet FMS.
- f. The minimum length of a Standard Professional Contract shall be from its effective date until the end of the season, while the maximum length shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
- g. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last club for a period of 30 months.  
  
This period begins on the day the player made his last appearance for the club in an official match.
- h. Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.

## **5.0 Reacquisition of Amateur Status**

- a. A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional (and provided the previous registration has either expired or been cancelled).
- b. No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with Article 20 of the FIFA Regulations on the Status and Transfer of Players.

## **6.0 Amateur Registrations**

- a. All amateur registrations must be submitted via Comet.
- b. All mandatory fields of Comet FMS must be accurately completed in full before a registration is confirmed. The player shall be considered registered upon completion of the online procedure. Any player who is under the age of 18 on the date of registration must have written consent from a parent or guardian agreeing to the registration.
- c. The length of an amateur registration shall be from its effective date until the end of June 2022. Re-registration of players in a professional league is available via Comet FMS from 9 June – 3 July 2021.

- d. Priority of registration shall determine the eligibility of a player to play for the club
- Professional Game Player Registration Regulations – June 2021

with which he was first registered.

- e. In the event of a team whose club participate in both professional and purely amateur competitions such clubs shall be permitted to register players outside the fixed registration periods (but within the amateur game registration period of 4th July 2021 – 31<sup>st</sup> March 2022) but such players so registered shall be restricted to playing for the team who participates in purely amateur competitions. Such player will only become eligible to participate in a professional game competition at the commencement of the subsequent registration period.

## **7.0 Contractual Stability**

### Overdue payables

- a. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.
- b. Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with paragraph 4 below.
- c. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).
- d. Within the scope of their respective jurisdiction (article 22 in conjunction with articles 23 & 24 of FIFA Regulations on the Status and Transfer of Players), the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge may impose the following sanctions:
  - i. A warning;
  - ii. A reprimand;
  - iii. A fine;
  - iv. A ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods
- e. The sanctions provided for in paragraph D above may be applied cumulatively
- f. A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty
- g. The execution of the registration ban in accordance with paragraph D above may be suspended. By suspending the execution of a registration ban, the deciding body subjects the sanctioned club to a probationary period ranging from six months to two years.
- h. If the club benefitting from a suspended registration ban commits another infringement during the probationary period, the suspension is automatically revoked and the registration ban executed; it is added to the sanction pronounced for the new infringement.
- i. The terms of the present article are without prejudice to the application of further measures in accordance with article 17 of the FIFA Regulations on the Status & Transfer of Players in the event of unilateral termination of the contractual relationship.

### Respect of contract

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

### Terminating a contract with just cause

- a. A contract may be terminated by either party without consequences of any kind

(either payment of compensation or imposition of sporting sanctions) where there is just cause.

- b. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

#### Terminating a contract with just cause for outstanding salaries

- a. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternatively provisions in contracts existing at the time of this provision coming into force may be considered.
- b. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph A above.
- c. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs A and B above. The terms of such an agreement shall prevail.

#### Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the grounds of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of a sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

#### Restriction on terminating a contract during the season

A contract cannot be unilaterally terminated during the course of a season.

#### Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

- i. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and annexe 4 (FIFA Regulations on the Status and Transfer of Players) in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- a. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
  - b. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the 'Mitigated Compensation'). Furthermore, and subject to the early termination of the contract being due to be entitled to an amount corresponding to three monthly salaries (the 'Additional Compensation'). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract.
  - c. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points a and b above. The terms of such an agreement shall prevail.
- ii. Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.
  - iii. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. In all cases, these sporting sanctions shall take effect from the start of the following season at a new club. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.
  - iv. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be banned from registering any new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6.1 of the FIFA Regulations on the Status & Transfer of Players in order to register players at an earlier stage.
  - v. Any person subject to the FIFA Statutes and Regulations (club officials, players' agents, players, etc) who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

Special provisions relating to contracts between professionals and clubs

- a. If an intermediary is involved in the negotiation of a contract, he shall be named in that contract.



- b. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
- c. A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.
- d. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- e. If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.
- f. Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called 'grace periods') shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

#### Third-party influence on clubs

- a. No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- b. The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article. Third-party ownership of players' economic rights.

#### Third-party ownership of players' economic rights

- a. No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another or is being assigned any rights in relation to a future transfer or transfer compensation.
- b. The interdiction as per paragraph A comes into force on 1 May 2015.
- c. Agreements covered by paragraph A which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
- d. The validity of any agreement covered by paragraph A signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than 1 year beyond the effective date.
- e. By the end of April 2015, all existing agreements covered by paragraph a need to be recorded within the Transfer Matching System (TMS). All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.
- f. The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

## **8.0 Transfers**

- a. Both Professional and Amateur players moving clubs will be required to complete a transfer. The transfer instruction must be submitted via the Comet FMS in accordance with the Comet User Guide and approved by both clubs involved in the transfer.
- b. No club or player shall be involved in a bridge transfer.
- c. It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.
- d. The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

## **9.0 International Transfer Certificates (ITC)**

- a. An amateur or professional whose last registration was held outside Northern Ireland may not be registered with a Club unless the Association has received an International Transfer Certificate (ITC) issued by the National Association which the player wishes to leave.
- b. A player shall not, under any circumstances, be authorised to play in official matches for his new Club until an ITC has been received by the Association. Only the Irish Football Association is entitled to request an ITC to enable a player to be registered in Northern Ireland.
- c. The ITC may not be made subject to any conditions. In particular, the validity of an ITC shall not be restricted to a certain period and any clauses to this effect appended to the certificate shall be considered null and void.
- d. The loan of a professional player by one Club in one national association to another Club in another national association is dealt with administratively like a transfer. An ITC shall therefore be issued:
  - i. Whenever a player leaves a national association to join another national association to which he has been released on loan
  - ii. Whenever, on expiry of the period of loan, a player re-joins the national association of the Club which released him on loan
- e. In the case of both amateur and professional players instructions must be entered on to FIFA Transfer Matching System (TMS) by the club/s involved in accordance with FIFA TMS guidelines.
- f. The registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the season of his 12<sup>th</sup> birthday. If a birthday falls between seasons, the player passport shall indicate the club with which he was registered during the season following his birthday.

## **10.0 Loan of Professional Players**

- a. A professional player may be loaned to another club on the basis of a written agreement between him and the clubs concerned (temporary transfer (loan) of Standard Professional Contract) and submitted by the Club Registrar via Comet FMS in accordance with the Comet club user guide. Any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.
- b. The loan of amateur players is not permitted.
- c. All loans shall be subject to the following terms and conditions:
  - i. The minimum loan period shall be the time between two registration periods (subject to Article 5.4 of the FIFA Regulations).
  - ii. A player's loan period must not exceed the period of the player's registration with his parent club.
  - iii. Upon the expiry of the loan period the player shall automatically return to his parent club.
  - iv. A player whose registration is temporarily transferred shall be permitted to play only for the borrowing club during the period of such transfer and shall not be permitted to play in matches against the parent club.
  - v. The loaning club shall be permitted to recall a player temporarily transferred to another club at any time during an official registration period.
  - vi. It shall be the responsibility of the club registering the player on loan to ensure that the necessary insurance cover is provided should the player become injured during his period of loan. In the event that no such insurance is secured the club may be liable for all costs associated with such injury.
  - vii. The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorisation of the club that released the player on loan and the player concerned.

## **11.0 Cancellation of a Registration**

### Professional

- a. A professional registration may be cancelled at any time by mutual consent on the submission of the official cancellation form via Comet FMS.

### Amateur

- b. Cancellation of an amateur player shall only be administered by the Irish Football Association to cancel an amateur player's registration where he/she is moving to another national association.

## **12.0 Right of Approach**

- a) A club intending to conclude a contract with a player who is at present under written contract with another club is obliged to inform the club and the player in writing before commencing negotiations with either of them.

- b) The player shall only be free to conclude a contract with another club if his contract with his present club has expired or will expire within six months.
- c) All correspondence in this regard must be sent by special delivery post or email to the player, their current club and the IFA ([registrations@irishfa.com](mailto:registrations@irishfa.com)).

### **13.0 Pre-Contract**

Where a club is submitting a pre-contract agreement to commence following the expiry of the player's current contract the club should email all relevant documentation to [registrations@irishfa.com](mailto:registrations@irishfa.com)

### **14.0 Protection of Minors**

1. International transfers of players are only permitted if the player is over the age of 18.
2. The following five exceptions to this rule apply:
  - a) The player's parents move to the country in which the new club is located for reasons not linked to football.
  - b) The player is aged between 16 and 18 and:
    - i. the transfer takes place within the territory of the European Union (EU) or the European Economic Area (EEA); or
    - ii. The transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations.

- iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards.
  - iv. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease playing professional football.
  - v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).
  - vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.
- c) The player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.
  - d) The player flees his country of origin for humanitarian reasons, specifically related to his life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion, without his parents and is therefore at least temporarily permitted to reside in the country of arrival.
  - e) The player is a student and moves without his parents to another country

temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

3. The conditions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country in which he wishes to be registered for the first time and has not lived continuously for at least five years in said country.
4. The following general principles shall apply:
  - a) Every international transfer according to paragraph 2) and the first registration according to paragraph 3, as well as every first registration of a foreign minor player who has lived continuously for at least five years in the country in which he wishes to be registered, is subject to the approval of the sub-committee appointed by the FIFA Players' Status Committee for that purpose if the concerned minor player is at least ten years old. The application for approval shall be submitted by the association that wishes to register the player. The former association shall be given the opportunity to submit its position. The sub-committee's approval shall be obtained prior to any request from an association for an International Transfer Certificate and/or first registration.
  - b) If the minor player concerned is under the age of ten, it is the responsibility of the association that intends to register the player – as per the request of its affiliated club – to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2 above or the five-year rule (cf. paragraphs 3 and 4a)). Such verifications shall be made prior to any registration.
  - c) Under special circumstances, a member association may submit a written request through the Transfer Matching System (TMS) to the sub-committee, seeking a decision granting it a limited minor exemption ("LME"). The LME, if granted, relieves the member association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the obligation to make a formal application for approval through TMS to the sub-committee in accordance with paragraph 4a) above and Annexe 2 of these regulations. In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the applicable exceptions provided for in paragraph 2 above or the five-year rule (cf. paragraphs 3 and 4 a) of FIFA Regulations of the Transfer and Status of players).
  - d) The Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions for any violation of this provision. In addition, sanctions may also be imposed on the former association for issuing, when applicable, an ITC without the prior approval of the sub-committee, as well as on the clubs that were involved in the transfer of a minor.
5. The procedures for applying to the sub-committee for a first registration and an international transfer of a minor are contained in Annexe 2 of the FIFA regulations on the Status and Transfer of Players.

## **15.0 Registration and reporting of minors at academies**

- a. Clubs that operate an academy with legal, financial or de facto links to the club are obliged to report all minors who attend the academy to the association upon whose territory the academy operates.
- b. Each association is obliged to ensure that all academies without legal, financial or de facto links to a club:
  - i. Run a club that participates in the relevant national championships; all players shall be reported to the association upon whose territory the academy operates, or registered with the club itself; or
  - ii. Report all minors who attend the academy for the purpose of training to the association upon whose territory the academy operates.
- c. Each association shall keep a register comprising the names and dates of birth of the minors who have been reported to it by the clubs or academies.
- d. Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.
- e. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.
- f. Article 19 of the FIFA Regulations on the Status & Transfer of Players shall also apply to the reporting of all minor players who are not nationals of the country in which they wish to be reported.

## **16.0 Transfer Disputes**

- a. Where a club has not responded to a transfer request for an amateur player within 7 days the League (if both clubs are in membership of the same League) or the IFA (if both clubs are in membership of different Leagues) shall terminate the former registration to enable the transfer to be completed unless 16b applies.
- b. Where a club objects to a transfer request for an amateur player they must notify their League/IFA within 7 days. Proceedings will be instigated to arrange a dispute resolution hearing.
  - i. If both clubs are in membership of the same League such hearing shall be considered by that League.
  - ii. If both clubs are in membership of different Leagues such hearing shall be considered by the IFA Player Registration Sub Committee.
- c. All registration disputes will be dealt with on a case by case basis.
- d. Any club who rejects the transfer of an amateur player within 7 days, without just cause, shall be fined a minimum of £100.
- e. In the event of any transfer dispute being officially reported to the Association less than 7 days before the expiry of a registration period the Player Registration Sub Committee shall have discretionary powers on a case by case basis to approve such registration.

## 17.0 Domestic Training and Development Compensation Regulations

- a. a player's training and education takes place between the ages of 12 and 23.  
Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21.
- b. Domestic Training and Development Compensation shall only be paid when a player moves between clubs in membership of the Irish Football Association.
- c. Training compensation is due when:
  - i. a player is registered for the first time as a professional; or
  - ii. a professional is transferred between clubsbefore the end of the season of his 21<sup>st</sup> birthday.
- d. Compensation will only be claimable from the start of the season of the players 12<sup>th</sup> birthday up to the end of the season of the players 21<sup>st</sup> birthday.  
  
Training compensation shall be payable until the end of the season of the player's 23<sup>rd</sup> birthday.
- e. In order for compensation to be due the player must be registered as a professional player with the new club, regardless of his status with the former club.

### Categorisation

Under the FIFA Regulations on the Status and Transfer of Players, Senior Football in Northern Ireland holds Category 3 Status with all other levels below Senior Football being assigned Category 4 status. Training Compensation is not due if a player is transferred to a category 4 club.

There are 3 categories in Northern Ireland:

- i. Senior Football
- ii. Intermediate Football
- iii. Junior / Youth Football

The compensation types are as follows;

1. Basic Compensation – Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of £250 per full season is paid to all training clubs who have provided training during the training period.
2. Conditional Compensation – Conditional compensation payments shall be due to the training club or clubs upon the player reaching particular milestones as identified below:-
  - First competitive 1st team appearance - £100 per full season
  - 25 competitive 1st team appearances - £100 per full season
  - National U21 Team competitive debut - £100 per full season
  - National A Team competitive debut - £300 per full season
3. Solidarity Contribution - When a professional player transfers domestically for the first time before or during the season of his 23<sup>rd</sup> birthday and where a transfer fee of £20,000 or more has been paid for the player 5% of the transfer fee, not including training compensation paid to his former club, shall be identified as a solidarity contribution. 10% of

the solidarity contribution shall be due to the clubs contributing to the training and development of the player during his amateur status for each full season that the player was registered and is payable from the season of the player's 12th birthday until the season of the player's 21st birthday.

- f. More information in respect of the application of the Domestic Training and Development Compensation regulations are provided in Annex 1.

### **18.0 Player Registrations Sub Committee**

A Sub Committee consisting of seven representatives of the Football Committee will meet as required to deal with the following:

- Registration disputes
  - o Transfer dispute involving an amateur player moving between clubs
  - o Contract disputes between a professional player and his club
  - o Priority of Registration Disputes
- Review and monitor implementation of regulations
- Impose sanctions on leagues for non-compliance

### **19.0 Leagues retain the Right**

Leagues retain the right to determine the criteria for the eligibility of players playing for clubs within their league and to impose sanctions where appropriate in accordance with their rules but must comply with the FIFA Regulations as adopted by the IFA.



## **ANNEX 1**

### **Domestic Training and Development Regulations**

#### Adoption and Enforcement

The Irish FA Football Committee is the responsible body for overseeing the implementation of these regulations which were adopted by that committee on 12<sup>th</sup> March Football Committee Meeting. The regulations come into force from 1st August 2020 and will be reviewed every 3 years.

#### Compensation Principles

Compensation to training clubs is activated upon the first professional registration of a player providing that such professional registration is confirmed prior to the conclusion of the season of the player's 21st birthday.

Compensation shall be payable to clubs who have contributed to the training and development of players prior to their first registration as a professional within the training period. The training period is recognised as the period from the season of the player's 12th birthday to the season of the player's 21st birthday.

The amount of compensation payable to clubs is calculated by multiplying the compensation type amount by the number of full seasons of training provided by that club or clubs within the training period.

There are 3 compensation types which are detailed below including the administrative procedures to be followed and the arrangements for processing payments and raising disputes.

#### Compensation Types

##### **1. Basic Compensation**

Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of £250 per full season is paid to all training clubs who have provided training during the training period.

Payment of basic compensation will be calculated by Irish FA Player Registrations staff and communicated to all relevant clubs upon the completion of the first professional registration. Only the information included in the official player passport in the Irish FA Comet Football Management System will be considered to identify training clubs and to calculate the amount of basic compensation due. The club registering the player for the first time as a professional will have 60 days from the date of the Irish FA communication to make payment to the training club or clubs. In the event of non-payment or a disagreement regarding the amount of compensation due the training club or clubs should submit a dispute to the IFA Football Committee by email via the Irish FA Registrations Department [registrations@irishfa.com](mailto:registrations@irishfa.com) providing full details of the dispute. If no dispute is submitted by the training club or clubs within 1 year of the original Irish FA communication any unpaid compensation will be forfeited.

## 2. Conditional Compensation

Conditional compensation payments shall be due to the training club or clubs upon the player reaching particular milestones as identified below:-

- First competitive 1st team appearance - £100 per full season
- 25 competitive 1st team appearances - £100 per full season
- National U21 Team competitive debut - £100 per full season
- National A Team competitive debut - £300 per full season

Training clubs shall be responsible for tracking the career of their former player and should make a compensation claim by contacting the relevant professional club at the appropriate time to confirm that conditional payment/s are due. Thereafter the club who registered the player for the first time as a professional will have 60 days to make payment to the training club or clubs. Training clubs must request payment for conditional compensation in writing within 1 year of the relevant condition for the compensation being realized. After 1 year has lapsed any unclaimed conditional compensation shall be forfeited.

In the event of non-payment or a disagreement regarding the amount of conditional compensation due the training club or clubs should submit a dispute to the Irish FA Football Committee by email via the Irish FA Registrations Department ([registrations@irishfa.com](mailto:registrations@irishfa.com)) providing full details of the dispute. It shall be the responsibility of the claimant club to provide satisfactory evidence that the request has been submitted to the professional club in order and within the 1 year window.

For the avoidance of doubt conditional compensation payments are only due to the training club or clubs when the occurrence leading to the condition being realized happens after the player has registered as a professional.

The responsibility to pay conditional compensation to the training club or clubs ends when the player's professional contract with the club either expires naturally; or is terminated; or upon completion of the season of the player's 23rd birthday.

## 3. Solidarity Contribution

When a professional player transfers domestically for the first time before or during the season of his 23rd birthday and where a transfer fee of £20,000 or more has been paid for the player 5% of the transfer fee, not including training compensation paid to his former club, shall be identified as a solidarity contribution. 10% of the solidarity contribution shall be due to the clubs contributing to the training and development of the player during his amateur status for each full season that the player was registered and is payable from the season of the player's 12th birthday until the season of the player's 21st birthday.

Solidarity contributions must be paid to the training club or clubs by the selling club within 60 days of the transfer fee being received.

In the event of non-payment or a disagreement regarding the amount of solidarity contribution due the training club or clubs should submit a dispute to the Irish FA Football Committee by email via the IFA Registrations Department [registrations@irishfa.com](mailto:registrations@irishfa.com) providing full details of the dispute. Any dispute must be submitted within 1 year following the date of the transfer.

#### Subsequent Transfers

In the event of subsequent transfers of the professional player before the end of the season of the player's 23rd birthday (where the player is registered as a professional with the new club) compensation is only due to the player's former club.

In such cases when compensation is due it shall be payable at a rate of **£1500 per full season**.

Claimant clubs must request payment for such training compensation in writing within 1 year of the activation of the new professional registration.

In the event of non-payment or a disagreement regarding the amount of compensation due the claimant club should submit a dispute to the Irish FA Football Committee by email via the Irish FA Registrations Department [registrations@irishfa.com](mailto:registrations@irishfa.com) providing full details of the dispute and it shall be the responsibility of the claimant club to provide satisfactory evidence that the request has been submitted to the new club in order and within the 1 year window.

If the former club does not offer the professional player a contract, no training compensation is payable. The former club must offer the professional player a contract in writing via Special Delivery post at least 30 days before the expiry of his current contract. Such an offer shall furthermore be at least of an equivalent value to the current contract.

The only exception to this principle is in respect of pre-contract agreements. Where a professional player has signed a pre-contract agreement at least 30 days prior to the end of his current contract, his former club will retain their right to compensation without having to offer a contract in writing via Special Delivery post at least 30 days before the expiry of his current contract.

Any right to training compensation shall only be triggered with the activation (start date) of the professional contract with the new club, not the date of signing of any pre-contract agreement.

For the avoidance of doubt, where a club is no longer interested in the services of one of its professional players and does not seek to renew his contract, that club is deemed to have written off the investment made for his training and the player is free to move to another club without any compensation being payable. When a player moves for a transfer fee during his existing registration no training compensation shall be paid. Instead the club losing the player should receive a transfer fee that should be equal to or greater than the amount set out in the training compensation scale above.

Training compensation is not due if a professional reacquires amateur status on being transferred. However, if a player re-registers as a professional within 30 months of being reinstated as an amateur, training compensation will then be payable if applicable as per these regulations.