



## **IRISH FA REGULATIONS ON WORKING WITH INTERMEDIARIES**

### **Introduction and interpretation**

1. The Irish FA Working with Intermediary Regulations (“the Intermediary Regulations”) are made in accordance with the FIFA requirement that National Associations have regulations governing the engagement of services provided by Intermediaries.
2. The Intermediary Regulations must be read in conjunction with the FIFA Regulations on Working with Intermediaries (as may be amended from time to time (“FIFA intermediary Regulations”) which came into force on 1 April 2015.
3. In the event of a conflict between a particular provision of the Intermediary Regulations and the FIFA Intermediary Regulations, the particular provisions of the Intermediary Regulations will prevail.
4. For the sake of transparency, a registration system has been put in place by each Member Association whereby Intermediaries shall be registered for every individual transaction they are involved in. Moreover, the concept of an Intermediary Declaration for natural or legal persons has been established (Annexes 2 and 3).
5. Terms referring to natural person are applicable to both genders. Any term in the singular applies to the plural and vice-versa.
6. Any Players’ Agent’s licence ceased to have effect from 1 April 2015 and any person previously referred to as a Player’s Agent shall be required to become an Intermediary in relation to each transaction in which they wish to be involved, in accordance with the Intermediary Regulations.
7. To the extent that any provision of the Intermediary Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void provided however that such determination shall not affect the validity and enforceability of any other provision of the Intermediary Regulations which shall remain in full force and effect.
8. For the purposes of the Intermediary Regulations (unless otherwise specifically stated herein), the terms set out in Annex 1 are as defined therein.

## **A General Principles and Responsibilities**

- 1) Clubs and Players may retain only the services of and pay an Intermediary in relation to any Intermediary Activity or represent themselves.
- 2) Clubs shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them. In this context, due diligence means that clubs shall use reasonable endeavours to ensure that Intermediaries sign the appropriate Intermediary Declaration Form. Both Clubs and Intermediaries shall ensure that a Representation Contract exists between the Club and the Intermediary.
- 3) Players shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them. In this context, due diligence means that Players shall use reasonable endeavours to ensure that Intermediaries sign the appropriate Intermediary Declaration Form. Both Players and Intermediaries shall ensure that a Representation Contract exists between the Player and the Intermediary.
- 4) Whenever an Intermediary is involved in a Transaction, he / she shall be registered in accordance with the Intermediary Regulations.
- 5) Should it come to the attention of the Irish FA that a person or persons has been engaging in Intermediary Activities but was not registered for the transaction as an Intermediary, the matter may be referred to the Player Status Committee to consider sanction if appropriate.
- 6) A FIFA official cannot act as an Intermediary. For the avoidance of doubt, a FIFA official shall also include an official as defined in point 13 of the Definitions section of the FIFA Statutes for the purpose of the Intermediary Regulations.
- 7) An Intermediary must complete a mandatory Intermediary Declaration Form and submit this to the Irish FA (Annexes 2 and 3 of these Regulations).
- 8) Each individual acting on behalf of a company which enters into an Intermediary Declaration Form for legal persons (as set out in Annex 3), must also sign an Intermediary Declaration Form for natural persons (as set out in Annex 2). All Intermediary Declaration Forms must be provided to the Irish FA in accordance with these Intermediary Regulations.

## **B Registration of Intermediaries**

- 1) Where an Intermediary is used, he must be registered each time he is involved in a Transaction and with the appropriate National Association. For the avoidance of doubt, an Intermediary may be registered with more than one National Association.
- 2) A registration with the Irish FA, if approved, will be valid from the date of approval of registration until 30 September 2023.
- 3) When acting in a transaction, the Intermediary must sign the appropriate Intermediary Declaration Form.
- 4) Where the Intermediary is acting for a player, either the Intermediary or the player shall ensure that the signed Intermediary Declaration Form is delivered to the Club responsible for

the registration of the transaction, as soon as reasonably practicable and in any case, prior to the registration of the transaction, by the club.

- 5) Clubs must submit all required signed Intermediary Declaration forms, together with any other documentation required by the Irish FA, to the Irish FA at the same time as the transaction is registered with the Irish FA.
- 6) Where the services of an Intermediary have been engaged and the clubs or players who have engaged the Intermediary have not provided all required Intermediary Declaration Forms, together with any other documentation required by the Irish FA, the Irish FA shall not register the transaction.
- 7) An Intermediary Declaration Form shall only be accepted by the Irish FA where it is accompanied by the appropriate representation contract, together with any other documentation required by the Irish FA. In the case of a representation contract between an Intermediary and a player, the Intermediary and/or player must either:
  - a) Provide the Irish FA with a copy of the Representation Contract prior to the Club registering the transaction with the Irish FA or;
  - b) Provide the Club with a copy of the Representation Contract prior to the Club registering the transaction with the Irish FA to allow the Club to provide the Representation Contract to the Irish FA.
- 8) Where an Intermediary has not been engaged for the purposes of the Transaction, the Club and/or Player shall specifically disclose that fact to the Irish FA.

#### **C Registration Fee**

- 1) A natural or legal person registered as Intermediary with the Irish FA during the period 1 April 2022 – 31 March 2023 will be required to pay a fee of £50 to renew their Intermediary registration with the Irish FA until 30 September 2023. A natural or legal person not registered as an Intermediary with the Irish FA during the period 1 April 2022 – 31 March 2023 and who wishes to register with the Irish FA to act as an Intermediary during the period 1 April 2023 – 30 September 2023 will be required to pay a fee of £100.

#### **D Representation Contract**

- 1) An Intermediary and a Club or Player, as the case may be, must have entered into a Representation Contract prior to such Intermediary carrying out any Intermediary Activity.
- 2) In any Representation Contract concluded with an Intermediary, Clubs and Players shall specify at least certain minimum information, such as the scope of the services provided, and the nature of the legal relationship they have with their Intermediary. Equally, the main points of the pertinent relationship shall be recorded in writing, with selected minimum details (e.g. names, duration of the contract, remuneration, general terms of payment, the termination provisions, signature of the parties, etc.) being compulsory.
- 3) Representation Contracts concluded between Intermediaries and Players or Clubs must also be deposited with the Irish FA when the Intermediary is being registered. This also applies to the renegotiation of an employment contract.

- 4) In the event that the Player is a Minor, the Player's legal guardian(s) shall also sign the Representation Contract.

#### **E Disclosure and Publication**

- 1) Players and Clubs are required to disclose full details of remunerations paid to Intermediaries.
- 2) The Irish FA will publish annually:
  - names of all Intermediaries they have registered;
  - single transactions Intermediaries were involved in;
  - total remunerations made to Intermediaries by registered players and affiliated clubs.

#### **F Payment to Intermediaries**

- 1) An Intermediary may be remunerated by the Club or the Player for whom he / she acts. Payment must be made in accordance with the terms of either the Representation Contract between the parties or the relevant paperwork submitted to the Irish FA for the Transaction.
- 2) As a recommendation, Players, Clubs and Intermediaries may adopt the following benchmarks:
  - (a) The total amount of the remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's behalf should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the Player's contract.
  - (b) The total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's/Club's behalf in order to conclude an employment contract with a Player, should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the Player's relevant employment contract.
  - (c) The total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's/Club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer fee in connection with the relevant transfer of such Player.
  - (d) Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such Intermediary if the player concerned is a Minor.

#### **G Disclosure of any conflicts of interest**

- 1) As a general rule, conflicts of interest shall be avoided. However, the new Regulations provide for the possibility of disclosure, in writing, of any potential conflict of interest by the Intermediary. If, prior to the start of the relevant negotiations, written agreement is then obtained by all the parties concerned, in particular the clubs and the player, dual representation would become permissible.

## **H Sanctions**

- 1) The Irish FA is responsible for imposing sanctions on any party under its' jurisdiction.
- 2) Any breach of the Intermediary Regulations shall be referred to the Irish FA Player Status Committee who will have the jurisdiction to deal with any such alleged breach and to impose sanctions in accordance with the Rules of the Association.
- 3) The Irish FA will publish any disciplinary sanctions issued in accordance with the Intermediary Regulations, including the name and any other relevant information relating to an Intermediary against whom a decision has been made. In addition, the Irish FA shall pass such information to FIFA so that the FIFA Disciplinary Committee can decide on whether the sanction should have worldwide effect in line with the FIFA Disciplinary Code.

## **I Communications**

- 1) Unless otherwise provided within the Intermediary Regulations, a communication or documentation in respect of the Intermediary Regulations may be made or delivered by any effective means including:
  - 1.1) By signed for or special delivery post;
  - 1.2) By email to [registrations@irishfa.com](mailto:registrations@irishfa.com)
- 2) A communication or documentation shall be deemed to have been delivered:
  - 2.1) If issued by signed for or special delivery post, and upon production of evidence of posting by signed for or special delivery, on the day after the posting of the letter;
  - 2.2) If issued by email, and upon evidence of sending by email, on the day on which the email was sent.
- 3) Unless otherwise provided within the Intermediary Regulations, where a communication is communicated orally, at a hearing, it shall be deemed to have been communicated on the date when the communication was made.

## **J Data Protection**

- 1) The Irish FA is obligated to comply with the UK General Data Protection Regulation tailored by the Data Protection Act 2018.
- 2) The Irish FA is the data controller in respect of any personal data provided to the Irish FA as a result of the Intermediary Regulations.
- 3) The Irish FA will process personal data for the legitimate interests of the data subject and for the purposes set out in the Intermediary Regulations.
- 4) The individual's personal data will be shared with Irish FA third parties where that is necessary for the purpose of proceedings arising in terms of the Intermediary Regulations and subject to the consideration of the rights, freedoms and legitimate interests of the data subject. This includes:

- a. FIFA
- b. Irish FA's Player Status Committee
- c. Intermediary

## **Annex 1- Definitions**

‘The Articles’	Shall mean the Articles of the Irish FA.
‘The Irish FA’	Shall mean The Irish Football Association.
‘Basic Gross Income’	Shall mean a Player's basic gross salary or wage, excluding any bonus that is conditional upon the Player and/or his/her Club's performances. For the avoidance of doubt, benefits and privileges are also excluded from the Basic Gross Income.
‘Club’	Shall mean a football club playing Association Football in accordance with the provisions set out in the Articles.
‘FIFA’	Shall mean Federation of International Football Associations.
‘FIFA Disciplinary Code’	Shall have the meaning prescribed to it as contained within the relevant FIFA Statutes as may be updated from time to time.
‘FIFA Official’	Shall have the meaning prescribed to it as contained within the relevant FIFA Statutes as may be updated from time to time.
‘Intermediary’	Shall mean any person or persons who carries out an Intermediary Activity and has completed the relevant Intermediary Declaration Form.
‘Intermediary Activity’	Shall mean acting, for or on behalf of a Player or Club in relation to a Transaction. For the avoidance of doubt, an official is not acting as an Intermediary when they carry out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of his / her Club. Similarly, a Lawyer is not acting as an Intermediary when he / she solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction.
‘Intermediary Declaration Form’	Shall mean the forms as set out in Annexes 2 and 3 of the Intermediary Regulations.
‘Lawyer’	Shall mean an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of solicitor, advocate or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.
‘Minor’	Shall mean a Player who has not yet reached the age of 18.
‘Official’	Shall have the meaning prescribed in the Articles.

'Permitted Legal Advice'	Shall mean advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction where:
(i)	the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer's professional regulator and solely operates under those terms; and
(ii)	the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer's professional regulator; and
(iii)	<p>the advice or assistance either relates to:</p> <p>(a) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular, the remuneration terms of the Transaction; or</p> <p>(b) a dispute arising out of a Transaction; and</p>
(iv)	the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance.
'Player(s)'	Shall mean a player participating in Association Football (as defined in the Articles) under the jurisdiction of the Irish FA.
'Representation Contract'	Shall mean any agreement between an Intermediary (on the one hand), and a Player and/or Club (on the other), the purpose or effect of which is to cover the provision of Intermediary Activity.
'Transaction'	Shall mean (a) concluding an employment contract between a Player and a Club and/or (b) concluding a transfer agreement between two clubs. A concluded Transaction is one that has so achieved the creation or variation of the terms of the Player's contract of employment with a Club, the registration of the Player with a Club or the transfer of the registration from a Club to a Club.
'UEFA'	Shall mean Union of European Football Associations.





## **Annex 2 - Intermediary Declaration for natural persons**

**First name(s):**

**Surname(s):**

**Date of birth:**

**Nationality/nationalities:**

**Full permanent address (including phone and email):**

I, \_\_\_\_\_

**(First name(s), surnames(s) of intermediary)**

### **HEREBY DECLARE THE FOLLOWING:**

1. I pledge to respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an intermediary. In addition, I agree to be bound by the Statutes and Regulations of the Irish Football Association and other associations and confederations, as well as by the Statutes and Regulations of FIFA in the context of carrying out my activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 13 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that I have no contractual relationship with the Irish Football Association and/or leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with the Irish Football Association and/or other leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the FIFA Regulations on Working with Intermediaries, that I shall not accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to article 7 paragraph 8 of the FIFA Regulations on Working with Intermediaries, that I shall not accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of the Regulations on the Status and Transfer of Players.

7. I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.

8. I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.

9. I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association and other leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which I am responsible.

10. I consent, pursuant to article 6 paragraph 3 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association holding and processing any data for the purpose of their publication.

11. I consent, pursuant to article 9 paragraph 2 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.

12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the Irish Football Association.

13. Remarks and observations which may be of potential relevance:

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I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the Irish Football Association shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the Irish Football Association immediately.

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(Place and date)

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(Signature)



### **Annex 3 - Intermediary Declaration for legal persons**

**Name of company (legal person/entity):**

**Address of company (including phone, email and website):**

**Hereinafter referred to as “the company”**

**First name(s) and surname(s) of the individual duly authorised to represent the aforementioned company (legal person/entity):**

*(NB: each individual acting on behalf of the company has to fill in a separate Intermediary Declaration)*

I, \_\_\_\_\_

(First name(s), surnames(s) of the individual representing the legal person/entity) duly authorised to represent the company

#### **HEREBY DECLARE THE FOLLOWING:**

1. I declare that both the company I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out activities as an intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the Statutes and Regulations of the Irish Football Association and other associations and confederations, as well as by the Statutes and Regulations of FIFA in the context of carrying out activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 13 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that neither the company I represent nor I myself have any contractual relationship with the Irish Football Association and/or other leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that the relevant company is precluded from implying, directly or indirectly, that such a contractual relationship with the Irish Football Association and/or other leagues, associations, confederations or FIFA exists in connection with its activities as intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the FIFA Regulations on Working with Intermediaries, that neither the company I represent nor I myself shall accept any payment to be

made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to article 7 paragraph 8 of the FIFA Regulations on Working with Intermediaries, that neither the company I represent nor I myself shall accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of the Regulations on the Status and Transfer of Players.

7. I declare that neither the company I represent nor I myself shall take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.

8. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association obtaining full details of any payment of whatsoever nature made to the company by a club or a player for its services as an intermediary.

9. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association and other leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with the activities as an intermediary of the company. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which the company I represent is responsible.

10. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 3 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association holding and processing any data for the purpose of their publication.

11. On behalf of the company I represent, I consent, pursuant to article 9 paragraph 2 of the FIFA Regulations on Working with Intermediaries, to the Irish Football Association publishing and informing FIFA of any disciplinary sanctions taken against the company I represent.

12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the Irish Football Association.

13. Remarks and observations which may be of potential relevance:

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I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the Irish Football Association shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the Irish Football Association immediately.

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(Place and date)

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(Signature)