

# IRISH FOOTBALL ASSOCIATION PROFESSIONAL GAME PLAYER REGISTRATION REGULATIONS

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#### ARTICLE 1 INTRODUCTION

- **1.1** 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.
- **1.2 FIFA RSTP** means the FIFA Regulations on the Status and Transfer of Players issued from time to time.
- **1.3** Youth players shall not be subject to the Player Registration Regulations and may register freely until the season in which their 10th birthday occurs, subject to individual competition rules.
- **1.4** All registrations shall be administered by Clubs/s using Comet FMS.
- 1.4.1 All Club registrars will be obliged to agree to the terms and conditions of the access to and use of Comet FMS.
- 1.4.2 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.
- **1.5** Any 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. The right to impose such sanctions lies in principle with the Association or the organiser of the competition concerned.
- **1.6** It shall be the responsibility of clubs playing in any match to be played under the jurisdiction of the Irish Football Association to ensure that its players are eligible to play in such a match.
- **1.7** Terms within these regulations referring to natural persons are applicable to both genders.
- **1.8** In relation to **Article 23.8, Article 26** and **Article 27**, concerning minimum labour conditions for female players, where there are mandatory rules of national law that are more beneficial, those specific, more beneficial rules of national law prevail.

#### **ARTICLE 2 STATUS OF PLAYERS: AMATEUR AND PROFESSIONAL**

- **2.1** Players participating in organised football are either amateurs or professionals. No other status shall be recognised.
- **2.2** 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.

# **ARTICLE 3 REACQUISITION OF AMATEUR STATUS**

- **3.1** 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).
- **3.2** 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 **Annexe 1** of these regulations or **Article 20 FIFA RSTP**, if applicable.



#### **ARTICLE 4 TERMINATION OF ACTIVITY**

- **4.1** 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**.
- **4.2** This period begins on the day the player made his last appearance for the club in an official match.

#### **ARTICLE 5 REGISTRATION**

**5.1** 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** of these regulations.

With the exception of players participating in friendly matches during a trial, only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering or accepting to be on trial, a player agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.

- 5.2 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 (see Annexe 3 FIFA RSTP). A player that is on trial (see Article 19ter FIFA RSTP) does not need to be registered to participate in friendly matches played in context of a trial.
- 5.3 A player may only be registered with one club at a time.
- **5.4** Players may be registered with a **maximum of three clubs during one season** (the period from 1st August to 31st May, and in the case of NIFL Women's Premiership and NIWFA from 1st March to 31st October).

During this period, the player is only **eligible to play in official matches for two clubs**. 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 they have fully complied with his/her contractual obligations towards their previous clubs and provided that the provisions relating to registration periods (Article 6 FIFA RSTP) and the minimum length of contract (Article 18 paragraph 2 FIFA RSTP) are respected. Limitations as per this paragraph do not apply if the player wishes to be registered based upon the exception as per Article 6.3.a FIFA RSTP.

- **5.5** 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.
- **5.6** Notwithstanding any of the above, a player may only register for any club twice in one season.
- 5.7 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.

- **5.8** In relation to the FIFA ID of a player and the integration of their electronic player registration systems, member associations shall;
  - i. Assign a FIFA ID to all players already registered at the member association who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service;
  - Where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;
  - iii. If the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and
  - iv. Provide the relevant personal information about a player to other member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

#### **ARTICLE 6 BRIDGE TRANSFER**

- **6.1** No club or player shall be involved in a bridge transfer. A bridge transfer is defined as two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with a middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.
- **6.2** 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.
- **6.3** 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.

#### **ARTICLE 7 REGISTRATION PERIODS**

- **7.1** 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.
- **7.2** The first registration period may begin as early as on the first day after the day on which the competition period of the previous season ended, and at the latest on the first day of the new season.

This first registration period shall not be shorter than eight weeks or longer than 12 weeks. The second registration period shall occur in the middle of the season and shall not be shorter than four weeks or longer than eight weeks. The cumulative total of both registration periods may not exceed 16 weeks.

The dates of the competition period and the two registration periods for the season shall be entered into TMS at least 12 months before they come into force (Annexe 3 FIFA RSTP). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in Article 7 para. 3 hereinafter. FIFA shall determine the dates for any association that fails to communicate them on time.

- **7.3** <u>Member associations are authorised to exceptionally register players outside a</u> <u>registration period in the following circumstances:</u>
- a. A professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club, may be registered outside a registration period. Upon receipt of the ITC request, the FIFA general secretariat shall expeditiously assess on a prima facie basis whether the unilateral termination occurred with or without just cause and permit or deny the registration accordingly. Such prima facie assessment is without prejudice to a decision of the Football Tribunal about the consequences of the termination of contract.
- b. A professional whose contract has naturally expired or has been mutually terminated prior to the end of the registration period applicable to the engaging club may be registered with the engaging club also after expiry of the respective registration period.
- c. A female player may be registered outside a registration period to temporarily replace another female player that has exercised her rights linked to pregnancy, adoption or family leave. The period of the contract of the temporary replacement 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.
- A female player may be registered outside a registration period upon completion of her family, adoption or maternity leave or recovery related to her pregnancy (Article 18 paragraph 7 and Article 18 quarter FIFA RSTP) subject to her contractual status.
- e. A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.
- **7.4** Whenever allowing a registration outside a registration period, member associations shall pay due consideration to the sporting integrity of the relevant competition. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the criterion of sporting integrity in more detail.
- **7.5** In cases where the FIFA general secretariat allows a registration outside a registration period based on the exception in **Article 7.3.a. above**, any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In cases where a player's employment contract has expired, consent of the former club shall never be required to register the player.
- **7.6** With respect to the exceptions in **Article 7.3.c. and Article 7.3.d. above**, 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, as well as the sporting integrity of the relevant competition.
- **7.7** Players may only be registered, subject to the exceptions provided for in **Article 7.3 above**, upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.
- **7.8** The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

- **7.9** The following registration periods will apply for the men's professional game:
  - 14 June 2024 30 August 2024 (midnight)
  - 1 January 2025 3 February 2025 (midnight)
- 7.10 The following registration periods will apply for the NIFL Women's Premiership:
  - 12 February 2024 30 April 2024 (5pm)
  - 1 July 2024 31 July 2024 (5pm)

# **ARTICLE 8 PROFESSIONAL REGISTRATIONS**

- 8.1 All professional registrations must be submitted via Comet FMS by Club Registrars.
- **8.2** 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.
- **8.3** Professional players (with an active registration) moving clubs will be required to complete a transfer. The transfer instruction must be submitted and approved by both clubs involved in the transfer via the Comet FMS in accordance with the applicable Comet guidance.
- 8.4 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.
- 8.4.1 If a player has changed his name, he must provide a legal document that verifies the name change, such as a deed poll, marriage or civil partnership certificate, or General Register Office certificate showing the recorded name change.
- 8.5 <u>The national minimum basic rates of weekly remuneration (as of 1 April 2024) shall apply</u> to all professional registrations as follows:
  - i. 21 year old and over: £80.08
  - ii. 18-20 year olds: £60.20
  - iii. Under 18: £44.80
- 8.5.1 If a player transitions into a different age bracket (as set out above) during the term of his contact or the national minimum basic rates stipulated above increase, his club (with immediate effect) must respect and pay the increased minimum basic rates that come into force at that time.
- **8.6** In the event of these national minimum thresholds not being observed at the time of submission of contract, the relevant registration documents shall be considered null and void.
- 8.7 A player can only register as a professional when they turn **16** years old.
- **8.8** Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.



#### **ARTICLE 9 PLAYER PASSPORT**

- **9.1** For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e., 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 calendar year of their **12th** birthday.
- **9.2** For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below.
- **9.3** The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their **12th** birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.
- **9.4** For the purpose of creating the EPP, member associations shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

#### ARTICLE 10 AMATEUR PLAYER REGISTRATIONS

- **10.1** All amateur registrations must be submitted via the Comet FMS by Club Registrars.
- **10.2** Amateur players (with an active registration) moving clubs will be required to complete a transfer. The transfer instruction must be submitted and approved by both clubs involved in the transfer via the Comet FMS in accordance with the applicable Comet guidance.
- **10.3** All mandatory fields of Comet FMS must be accurately completed in full before a registration is confirmed.
- 10.3.1 If a player has changed his name, he must provide a legal document that verifies the name change, such as a deed poll, marriage or civil partnership certificate, or General Register Office certificate showing the recorded name change.
- *10.3.2* 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.

The length of an amateur registration shall be from its effective date until the end of June 2025.

- **10.4** Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.
- 10.5 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 16 June 2024 to 31 March 2025) 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.

# ARTICLE 11 AMATEUR PLAYER TRANSFER DISPUTES

- **11.1** 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 **Article 11.1.b** below 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 Status 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 Status Committee shall have discretionary powers on a case-by-case basis to approve such registration.

#### ARTICLE 12 INTERNATIONAL TRANSFER CERTIFICATE

- **12.1** 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.
- **12.2** 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.
- **12.3** The ITC shall be issued free of charge without any conditions or time limit. Any provisions to the contrary shall be null and void. The association issuing the ITC shall lodge a copy with FIFA.
- **12.4** 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. <u>An ITC shall therefore be issued:</u>
- a. Whenever a player leaves a national association to join another national association to which he has been released on loan.
- b. Whenever, on expiry of the period of loan, a player re-joins the national association of the Club which released him on loan.
- **12.5** 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.
- **12.6** 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 calendar year of his 12th birthday.



**12.7** An ITC is not required for a player **under the age of ten years**.

# ARTICLE 13 LOAN OF PROFESSIONALS

**13.1** A professional may be loaned for a predetermined period by their club ("former club") to another club ("new club") on the basis of a written agreement (temporary transfer (loan) of Standard Professional Contract) and submitted by the Club Registrar via Comet FMS.

The following rules apply to the loan of professionals:

- a. The clubs shall conclude a written agreement defining the terms of the loan ("loan agreement"), in particular, its duration and financial conditions. The professional may also be a party to the loan agreement.
- b. The professional and the new club shall sign a contract covering the duration of the loan. This contract shall acknowledge that the professional is on loan.
- c. During the agreed duration of the loan, the contractual obligations between the professional and the former club shall be suspended unless otherwise agreed in writing.
- d. Subject to **Article 5.4** of these regulations, a loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognised.
- e. A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional.
- f. A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.
- g. A player's loan period must not exceed the period of the player's registration with his parent club.
- h. Upon the expiry of the loan period the player shall automatically return to his parent club.
- **13.2** Loan agreements with a duration of more than one year which predate the entering into force of these regulations may continue until their contractual expiration. They may be extended only in accordance with **Article 13.1.e** above.
- **13.3** The loan of a professional is subject to the administrative procedures provided in **Articles 5,6,7,8, 9 and 12** of these regulations and **Annexe 3 FIFA RSTP**.
- **13.4** Where the contract between a professional and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:
- a. the professional has the right to return to the former club;
- b. the professional must immediately inform the former club of the premature termination and whether they intend to return to the former club;
- c. If the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;
- d. rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.
- **13.5** The terms of **Article 13. 4 above** are without prejudice to:
- a. the operation of **Article 22** of these regulations relating to termination of the contract between the professional and the new club;

- b. the operation of **Article 22** of these regulations, should the former club fail to reintegrate the professional immediately; and
- c. the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.

#### 13.6 <u>The following limitations apply from 1 July 2024:</u>

- a. a club may have a maximum of **six** professionals loaned out at any given time during a season;
- b. a club may have a maximum of **six** professionals loaned in at any given time during a season.
- **13.7** The loan of a professional will be exempt from the above limitations if:
- a. the loan occurs before the end of the season of the former club in which the professional turns 21; and
- b. the professional is a club-trained player with the former club.
- **13.8** <u>The following restrictions apply irrespective of age or club-trained status:</u>
- a. a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;
- b. a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.
- **13.9** The following transition period shall apply for the limitations in Article 13.6 of these regulations:
- a. from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;
- b. from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.
- **13.10** The loan of amateur players is not permitted.
- **13.11** 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.
- **13.12** 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.

#### **ARTICLE 14 UNREGISTERED PLAYERS**

**14.1** Any player not registered at an 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. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned.

#### ARTICLE 15 ENFORCEMENT OF DISCIPLINARY SANCTIONS

**15.1** Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been

registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

**15.2** Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

# **ARTICLE 16 OVERDUE PAYABLES**

- **16.1** 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.
- **16.2** 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 **Article 16.4** below.
- **16.3** 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).
- **16.4** Within the scope of their respective jurisdiction (**Article 22 to 24 FIFA RSTP**), the Football Tribunal 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.
- **16.5** The sanctions provided for in Article 16.4. above may be applied cumulatively.
- **16.6** A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty.
- **16.7** The terms of the present article are without prejudice to the application of further measures in accordance with **Article 22** of these regulations in the event of unilateral termination of the contractual relationship.

# **ARTICLE 17 RESPECT OF CONTRACT**

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

# **ARTICLE 18 TERMINATING A CONTRACT WITH JUST CAUSE**

- **18.1** 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.
- **18.2** 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.



# ARTICLE 19 TERMINATING A CONTRACT WITH JUST CAUSE FOR OUTSTANDING SALARIES

- 19.1 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.
- **19.2** 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 Professional contract, subject to him complying with the notice of termination as per **Article 19.1 above.**
- **19.3** 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 **Article 19.1 and Article 19.2** above. The terms of such an agreement shall prevail.

# ARTICLE 20 TERMINATING A CONTRACT WITH SPORTING JUST CAUSE

**20.1** 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.

# ARTICLE 21 RESTRICTION ON TERMINATING A CONTRACT DURING THE SEASON

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

# ARTICLE 22 CONSEQUENCES OF TERMINATING A CONTRACT WITHOUT JUST CAUSE

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

22.1 In all cases, the party in breach shall pay compensation. Subject to the provisions of Article 20 and Annexe 4 FIFA RSTP 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:



- i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule shall be equal to the residual value of the contract that was prematurely terminated;
- ii. 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 entitles 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 rest value of the prematurely terminated contract.

- iii. 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 1 and 2 above. The terms of such an agreement shall prevail.
- **22.2** 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 contractor agreed between the parties.
- **22.3** 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.

These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international Championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the Association he is eligible to represent, and the Association concerned is participating in the Final competition of an International Tournament in the period between the last match and the first match of the next season.

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.

**22.4** 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 7.3** of these regulations in order to register players at an earlier stage.

**22.5** Any person subject to the FIFA Statutes and Regulations 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.

# ARTICLE 23 SPECIAL PROVISIONS RELATING TO CONTRACTS BETWEEN PROFESSIONALS AND CLUBS

- **23.1** Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA license number and their signature, in accordance with the FIFA Football Agent Regulations.
- 23.2 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.
- **23.3** 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.

All correspondence in this regard must be sent by special delivery post or email to the player, their current club, and the IFA (<u>registrations@irishfa.com</u>).

- **23.4** 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).
- **23.5** The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- **23.6** If a professional enters into more than one contract covering the same period, the provisions set forth in **Articles 17-23 of these regulations shall apply**.
- **23.7** 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.
- **23.8** Female players are entitled to maternity, adoption and family leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where a validly negotiated collective bargaining agreement contains provisions related to maternity, adoption and/or family leave, the respective provisions of the collective bargaining agreement shall prevail. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall prevail.



#### ARTICLE 24 THIRD-PARTY INFLUENCE ON CLUBS

- **24.1** 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.
- **24.2** The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

#### ARTICLE 25 THIRD-PARTY OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS

- **25.1** 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.
- **25.2** The interdiction as per **Article 25.1 above** comes into force on 1 May 2015.
- **25.3** Agreements covered by **Article 25.1 above** which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
- **25.4** The validity of any agreement covered by **Article 25.1 above** signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than 1 year beyond the effective date.
- **25.5** By the end of April 2015, all existing agreements covered by paragraph 1 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.
- **25.6** The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

# ARTICLE 26 SPECIAL PROVISIONS RELATING TO PREGNANCY, ADOPTION AND FAMILY LEAVE

#### Validity of an employment contract

**26.1** The validity of a contract may not be made subject to the taking of, or the result of, a pregnancy test, the player being or becoming pregnant during its term, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general.

#### Terminating a contract without just cause and consequences

- **26.2**. If a club unilaterally terminates a contract on the grounds of a player refusing to take a pregnancy test, being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general, the club will be deemed to have terminated the contract without just cause.
- a. It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity, adoption or family leave occurred as a result of a player being or becoming pregnant, adopting a child or utilising rights related to family leave.

- **26.3** Where a contract has been terminated on the grounds stipulated above, as an exception to **Article 22.1** of these regulations:
- a. compensation due to a player shall be calculated as follows:
  - i. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
  - ii. 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;
  - iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
  - iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;
- b. in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register 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 measures stipulated in **Article 7.3.c** of these regulations in order to register players at an earlier stage;
- c. the sanction provided for in b. above may be applied cumulatively with a fine.

#### Rights relating to pregnancy, adoption and family leave

- **26.4** Where a player becomes pregnant during the term of her contract, the following shall apply:
- a. The player has the right to continue providing sporting services to her club (i.e. playing and training). The club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave.
- b. Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing sporting services, the club shall offer the player the possibility to provide employment services in an alternative manner. If she renders employment services in an alternative manner, or if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract, the player shall be entitled to receive her full remuneration, until such time that she utilises her maternity leave.
- c. If, for medical reasons related to a pregnancy, a player is unable to provide sporting or employment services in an alternative manner, then the player is entitled to medical leave, subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner. The player shall be entitled to full remuneration, until such time that she utilises maternity leave.

- **26.5** A pregnant player, adoptive parent or a player utilising rights related to family leave has the right, during the term of her contract, to:
- a. independently determine the commencement date of her maternity, adoption or family leave, taking into consideration the minimum periods provided (**Definitions RSTP**). Any club that pressures or forces a player to take maternity, adoption or family leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;
- return to football activity after the completion of her maternity, adoption or family leave.
  For a player completing maternity leave, the club has an obligation to reintegrate her into footballing activity (Article 7.3.d), agree together with the player on a postpartum plan and provide adequate ongoing medical support.

The player shall be entitled to receive her full remuneration following her return to football activity.

#### **Breastfeeding**

**26.6** A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement. The player's reduced working hours for these reasons will be considered justified, without any reduction in salary.

# ARTICLE 27 MENSTRUAL HEALTH

**27.1** Clubs shall at all times respect the needs of female players related to their menstrual cycle and menstrual health. Subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner, a female player shall be entitled to be absent from training or matches whenever her menstrual health so requires. The player shall be entitled to receive her full remuneration when exercising these rights related to menstrual health.

# **ARTICLE 28 PROTECTION OF MINORS**

- **28.1** International transfers of players are only permitted if the player is over the age of 18.
- **28.2** 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 (Annexe 4, Article 4 FIFA RSTP).
  - 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 is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following:
  - i. Their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or
  - ii. Any other circumstances where their survival is seriously threatened.

If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with **Article 28.2.d** above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer but are not permitted to register with a professional club until they turn 18.

- 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.
- **28.3** The provisions 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 where the association at which he wishes to be registered for the first time is domiciled and has not lived continuously for at least the last five years in said country.
- **28.4** Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:
- a. their international transfer according to Article 28.2 above;
- b. their first registration according to Article 28.3; or
- c. their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.
- **28.5** Approval pursuant to **Article 28.4** above is required prior to any request for an ITC and/or a first registration by an association.
- **28.6** Where a minor player is under ten years old, 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 **Articles 28.2, 28.3, or 28.4.c** above. Such verification shall be made prior to any registration.

- **28.7** An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").
- a. An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in **Article 28.4** above.
- 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 exceptions provided for in Articles 28.2, 28.3, or 28.4.c above.
- **28.8** A club that has registered a minor player following a national transfer, international transfer or first registration shall:
  - i. Owe a duty of care to be minor
  - ii. Take any reasonable measures to protect and safeguard the minor from any possible abuse; and
  - iii. Ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.
- **28.9** The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

# **ARTICLE 29 REGISTRATION AND REPORTING OF MINORS AT ACADEMIES**

- **29.1** Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates.
- **29.2** Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
- **29.3** Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.
- 29.4 A club that wishes to collaborate with a private academy shall:
  - i. Report such collaboration to the association with which the club is affiliates;
  - ii. Ensure that the private academy reports its players to the association where the academy operates;
  - iii. Before entering into a contract with a private academy, ensure that the private academy

takes proper measures to protect and safeguard minors; and

- iv. Report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
- **29.5** 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.
- **29.6** Associations shall report to FIFA each minor that attends an academy within the territory they govern where the minor:
  - i. Is not a national of the country where the association is domiciled: and
  - ii. Has not lived continuously for at least the last five years in that country.

Such reports shall contain a prima facie assessment of whether the minor meets the requirements of **Article 28** of these regulations.

**29.7** Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

#### **ARTICLE 30 CANCELLATION OF A REGISTRATION AND RETIREMENT**

#### 30.1 <u>Professional</u>

- a. A professional registration may be cancelled at any time by mutual consent on the submission of the official cancellation form via Comet FMS.
- b. A player who is not currently under contract with a club and wishes to retire must do so in writing to the association (registrations@irishfa.com) at any point.

#### 30.2 <u>Amateur</u>

- a. Cancellation of an amateur player shall be administered by the Irish Football Association to cancel an amateur player's registration where he/she is moving to another national association.
- b. An amateur player who wishes to retire must do so in writing to the association (registrations@irishfa.com) at any point.

# ARTICLE 31 DOMESTIC TRAINING AND DEVELOPMENT COMPENSATION REGULATIONS

- 31.1 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.
- **31.2** Domestic Training and Development Compensation shall only be paid when a player moves between clubs in membership of the Irish Football Association.
- **31.3** Training compensation is due when:
- a. a player is registered for the first time as a professional; or
- b. a professional is transferred between clubs before the end of the calendar year of his 21st birthday.
- **31.4** Compensation will only be claimable from the start of the calendar year of the players **12th** birthday up to the end of the calendar year of the players **21st** birthday.
- **31.5** Training compensation shall be payable until the end of the calendar year of the player's **23rd birthday**.
- 31.6 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.

**31.7** In accordance with the FIFA Regulations on the Status and Transfer of Players the principles of training compensation shall not apply to women's football.

#### 31.8 <u>Categorisation</u>

In accordance with the <u>FIFA Regulations on the Status and Transfer of Players</u>, the NIFL Premiership in Northern Ireland holds Category 3 Status with all other levels below the NIFL Premiership being assigned Category 4 status. Training Compensation is not due if a player is transferred to a category 4 club.

Separately, there are 3 domestic categories in Northern Ireland:

- i. Senior Football
- ii. Intermediate Football
- iii. Junior / Youth Football
- **31.9** <u>The compensation types are as follows:</u>
- a. **Basic Compensation** Upon the completion of the first professional registration of a player a basic initial compensation payment at a flat rate of **£275 per full season** is paid to all training clubs who have provided training during the training period.
- b. **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 £110 per full season
  - 25 competitive 1st team appearances £110 per full season
  - National U21 Team competitive debut £110 per full season
  - National A Team competitive debut £330 per full season
- c. **Solidarity Contribution** When a professional player transfers domestically for the first time before or during the calendar year 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 calendar year of the player's 12th birthday until the calendar year of the player's 21st birthday. More information in respect of the application of the Domestic Training and Development Compensation regulations are provided in **Annex 1**.

# **ARTICLE 32 PLAYER STATUS COMMITTEE**

- **32.1** The Player Status Committee shall consist of:
  - i. Two independent members, (not being a member of a club), who are legally qualified, to be appointed by the Board to serve as Chairman and Vice Chairman for a three-year period, at least one of whom should have knowledge of employment law.
  - ii. Six members of Council to include at least one representative from senior, intermediate, junior and women's football.
- **32.2** The Committee shall deal with the following issues:
- a. Registration disputes
- b. Transfer disputes involving an amateur player

- c. Contract disputes between a professional player and his club
- d. Priority of registration disputes
- e. Compensation disputes
- f. To review, approve and monitor implementation of the Regulations
- g. Impose sanctions on leagues for non-compliance
- h. All other player registration issues as may arise from time to time

#### ARTICLE 33 LEAGUES RETAIN THE RIGHT

**33.1** 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 COMPENSATION REGULATIONS

#### Adoption and Enforcement

The Irish FA Football Committee is the responsible body for overseeing the implementation of these regulations. The first edition of these regulations came, into force from 1 August 2020 and it was agreed that they would be reviewed every three years.

The 2nd edition of these regulations would come into force from 14 June 2023 (or whenever the Professional Game registration period opens for Season 2023/24) and will be reviewed in advance of Season 2026/27.

#### **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 calendar year 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 calendar year of the player's 12th birthday to the calendar year 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 £275 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 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. <u>Conditional Compensation</u>

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 £110 per full season
- 25 competitive 1st team appearances £110 per full season
- National U21 Team competitive debut £110 per full season
- National A Team competitive debut £330 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 players current club, at the time when the milestone is reached, 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 <u>registrations@irishfa.com</u> 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 calendar year of the player's 23rd birthday.

#### 3. Solidarity Contribution

When a professional player transfers domestically for the first time before or during the calendar year 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 calendar year of the player's 12th birthday until the calendar year 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 <u>registrations@irishfa.com</u> providing full details of the dispute. Any dispute must be submitted within 1 year following the date of the transfer.



#### Subsequent Transfers

Transfers In the event of subsequent transfers of the professional player **before the end of the calendar year 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 <u>registrations@irishfa.com</u> 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 **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 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.



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