



Football Association of Ireland



Regulations on Working with Intermediaries

1. Scope, Definitions and Interpretation

- 1.1 These Regulations are established in accordance with FAI Rules.
- 1.2 These Regulations may be amended by the FAI Board from time to time.
- 1.3 These regulations apply to players, clubs, intermediaries and any other natural or legal person involved in the engagement of the services of an intermediary to:
 - a) conclude an employment contract between a player and a club, or
 - b) conclude a transfer agreement between two clubs.
- 1.4 These regulations and any additional provisions going beyond the minimum standards/requirements of FIFA shall not affect the validity of the relevant employment contract and/or transfer agreement.
- 1.5 Definitions not provided hereunder but contained in the FAI rules, regulations and codes, and the FIFA and UEFA Statutes are incorporated in these regulations where appropriate. In these Regulations the following definitions are also used:

“Intermediary” shall mean a natural or legal person who, for a fee or free of charge, represents players and/or clubs in negotiations with a view to concluding an employment contract or represents clubs in negotiations with a view to concluding a transfer agreement.

“Intermediary Declaration” means the declaration as set out in Annex 1 and Annex 2 whichever is applicable to the particular intermediary.

“Minor” shall mean a player who has not yet reached the age of 18.

“Official” for the purposes of these Regulations shall mean every board member, committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a Confederation, Association, League or Club as well as all other persons obliged to comply with the FIFA Statutes (except Players)

“Representation Contract” is the document described in article 5 paragraph 1.
- 1.6 Words importing the singular include the plural and vice versa, words importing the masculine include the feminine and word importing persons shall include bodies.

2. General principles

- 2.1. Players and clubs are entitled to engage the services of intermediaries when concluding an employment contract and/or a transfer agreement.
- 2.2. In the selection and engaging process of intermediaries, players and clubs shall act with due diligence. In this context, due diligence means that players and clubs shall ensure that an intermediary is registered with the FAI and use reasonable endeavours to ensure that the intermediaries sign the relevant Intermediary Declaration and the Representation Contract concluded between the parties.

- 2.3. Whenever an intermediary is involved in a transaction, he shall be registered pursuant to article 3 below.
- 2.4. The engagement of Officials, as intermediaries by players and clubs is prohibited.

3. Registration of intermediaries

- 3.1. A natural or legal person must be registered with the FAI in order to conduct intermediary activity within the jurisdiction of the FAI.
- 3.2. The FAI Competitions Department shall administer all matters relating to Intermediaries and shall keep a register of intermediaries which shall be published on the FAI website or such other forum determined appropriate by the FAI. The register shall contain the names and addresses of such Intermediaries and any other details necessary to keep the database up to date including the data outlined in article 6 paragraph 4 below. Such data shall be held in accordance with the Data Protection Legislation and the FAI Data Protection Policy.
- 3.3. The criteria for admission to the Register shall be decided by the FAI Competitions Director.
- 3.4. Registration as an Intermediary is valid from the date of approval of registration by the FAI until the 31st March.
- 3.5. In addition to the requirement to register as an intermediary with the FAI on an annual basis, each intermediary must also register each Relevant Contract with the FAI no later than 10 days after completion of said contract.
- 3.6. A player engaging the services of an intermediary within the scope of article 1 paragraph 3a) above must if the employment contract was concluded with a club within the jurisdiction of the FAI submit to the FAI at a minimum the Intermediary Declaration and any other documentation required by the FAI no later than 10 days after completion of said contract. In case of renegotiation of an employment contract, a player engaging the services of an intermediary must also provide the FAI with the same documentation no later than 10 days after completion of said contract.
- 3.7. A club situated within the jurisdiction of the FAI, engaging the services of an intermediary within the scope of article 1 paragraph 3b) above must submit to the FAI at least the Intermediary Declaration and any other documentation required by the FAI no later than 10 days after completion of said contract. If the releasing club is situated within the jurisdiction of the FAI and they engaged the services of an intermediary, that club shall also submit a copy of the Intermediary Declaration to the FAI no later than 10 days after completion of said contract.
- 3.8. The aforementioned notification by players and clubs must be made each time any activity within the scope of article 1 paragraph 3 of these regulations takes place.

4. Requisites for registration

- 4.1. In addition to the information provided to the FAI by the player or the club under article 3 above, and before the relevant intermediary can be registered, the FAI will at least have to be satisfied that the intermediary involved has an impeccable reputation.
- 4.2. If the intermediary concerned is a legal person, the FAI will also have to be satisfied that the individuals representing the legal entity within the scope of the transaction in question have an impeccable reputation.
- 4.3. An intermediary contracted by a club and/or a player must have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. Intermediaries are precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with their activities.
- 4.4. A natural or legal person must apply to register as an intermediary with the FAI. An application to register must as a minimum include the following;
 - A signed Intermediary Declaration
 - A completed registration form
 - The applicable registration fee
 - Proof of Garda Vetting clearance
 - A valid certificate of completion of an approved course for the protection of children in sport or other proof of completion of such
 - A Tax Clearance Certificate
 - Professional Indemnity Insurance
 - Two valid character references
- 4.5. The FAI Competitions Director shall have the authority to remove a name from the Register of Intermediaries and any such decision shall be final.
- 4.6. Intermediaries convicted of any criminal offence which is likely to negatively impact on their position as an Intermediary may be removed from the Register of Intermediaries.
- 4.7. Intermediaries must notify the FAI Competitions Department of any change in contact details.

5. Representation contract

- 5.1. The main points of the legal relationship entered into between a player and/or club and an intermediary shall be recorded in writing prior to the intermediary commencing his activities. Such document shall be referred to as the “Representation Contract” and must contain the following minimum details:
 - a) the names of the parties,
 - b) the scope of services,
 - c) the duration of the legal relationship,
 - d) the remuneration due to the intermediary,

- e) the general terms of payment,
- f) the date of conclusion,
- g) the termination provisions and
- h) the signatures of the parties.

If the player is a minor, the player's legal guardian(s) shall also sign the Representation Contract.

- 5.2. For the sake of clarity, clubs and players shall specify in the Representation Contract the nature of the legal relationship they have with their intermediaries, for example, whether the intermediary's activities constitute a service, a consultancy within the scope of article 1 paragraph 3 of these regulations, a job placement or any other legal relationship.
- 5.3 The Representation Contract shall be registered by the intermediary with the FAI.

6. Disclosure and publication

- 6.1. Players and/or clubs are required to disclose to the FAI the full details of any and all agreed remunerations or payments of whatsoever nature that they have made or that are to be made to an intermediary. In addition, players and/or clubs shall, upon request, with the exception of the Representation Contract, the disclosure of which is mandatory under article 3 paragraph 5 above, disclose to the competent bodies of the leagues, associations, confederations and FIFA, all contracts, agreements and records with intermediaries in connection with activities in relation to these provisions, for the purpose of their investigations. Players and/or clubs shall in particular reach agreements with the intermediaries to ensure that there are no obstacles to the disclosure of the above-mentioned information and documents.
- 6.2. All above-mentioned contracts shall be attached to the transfer agreement or the employment contract, as the case may be, for the purpose of registration of the player. Clubs or players shall ensure that any transfer agreement or employment contract concluded with the services of an intermediary bears the name and signature of such intermediary. In the event that a player and/or a club have not used the services of an intermediary in their negotiations, the pertinent documentation lodged within the scope of the respective transaction shall contain a specific disclosure of this fact.
- 6.3. All information provided to the FAI by players, clubs or intermediaries in relation to Intermediary Activity must be accurate and truthful. Any player, club or intermediary who provides information to the FAI that is misleading or false shall be subject to disciplinary sanctions in accordance with the rules of the FAI.
- 6.4. The FAI shall make publicly available at the end of March of every calendar year on the FAI website or such other forum determined appropriate by the FAI, the names of all intermediaries registered with the FAI as well as the single transactions in which they were involved. In addition, the FAI shall also publish the total amount of all remunerations or payments actually made to intermediaries by players registered in the jurisdiction of the FAI and by each club affiliated to the FAI. The figures to be published are the consolidated total figure for all players and the individual clubs' consolidated total figure.

- 6.5. The FAI may also make available to its registered players and affiliated clubs any information relating to transactions that have been found to be in breach of these provisions that is of relevance for the pertinent irregularities.

7. Payments to intermediaries

- 7.1. The amount of remuneration due to an intermediary who has been engaged to act on a player's behalf shall be calculated on the basis of the player's basic gross income for the entire duration of the contract.
- 7.2. Clubs that engage the services of an intermediary shall remunerate him by payment of a lump sum agreed prior to the conclusion of the relevant transaction. If agreed, such a payment may be made in instalments.
- 7.3. While taking into account any mandatory provisions of national and international laws, and as a recommendation, players and clubs may adopt the following benchmarks:
- a) The total amount of remuneration per transaction due to intermediaries who have 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 relevant employment contract.
 - b) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude an employment contract with a player should not exceed three per cent (3%) of the player's eventual basic gross income for the entire duration of the relevant employment contract.
 - c) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer fee paid in connection with the relevant transfer of the player.
- 7.4. Clubs shall ensure that payments to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions, are not paid to intermediaries and that the payment is not made by intermediaries. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player. The assignment of claims is also prohibited.
- 7.5. Subject to article 7 paragraph 6 and article 8 below, any payment for the services of an intermediary shall be made exclusively by the client of the intermediary to the intermediary.
- 7.6. After the conclusion of the relevant transaction and subject to the club's agreement, the player may give his written consent for the club to pay the intermediary on his behalf. The payment made on behalf of the player shall be in accordance with the terms of payment agreed between the player and the intermediary.
- 7.7. Officials, are prohibited from receiving any payment from an intermediary of all or part of the fees paid to that intermediary in a transaction. Any official who contravenes the above shall be subject to disciplinary sanctions.
- 7.8. 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.

8. Conflicts of interest

- 8.1. Prior to engaging the services of an intermediary, players and/or clubs shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for the players and/or clubs or for the intermediaries.
- 8.2. No conflict of interest would be deemed to exist if the intermediary discloses in writing any actual or potential conflict of interest he might have with one of the other parties involved in the matter, in relation to a transaction, representation contract or shared interests, and if he obtains the express written consent of all the other parties involved prior to the start of the relevant negotiations.
- 8.3. If a player and a club wish to engage the services of the same intermediary within the scope of the same transaction under the conditions established in paragraph 2 above, the player and the club concerned shall give their express written consent prior to the start of the relevant negotiations, and shall confirm in writing which party (player and/or club) will remunerate the intermediary. The parties shall inform the FAI of any such agreement and accordingly submit all the aforementioned written documents within the registration process.

DISCIPLINARY AND COMPLAINTS PROCEDURES

9. Complaints

- 9.1. Complaints against Intermediaries, clubs or players for failure to comply with these Regulations must be made in writing to the FAI Competitions Department. The FAI Competitions Director shall have jurisdiction to deal with any complaints received or to refer the complaint to the FAI Disciplinary Bodies where appropriate. The FAI Competitions Director and/or the FAI Disciplinary Bodies have full authority to assess individual cases and determine the appropriate process for such complaints subject to article 9 paragraph 2 below.
- 9.2. Where a complaint is made relating to child welfare and the FAI Competitions Director is of the opinion that the welfare of a child and/or children is at risk such a complaint shall be referred to the FAI Child Welfare Officer in the first instance. The FAI Child Welfare Officer shall have jurisdiction to handle the complaint in accordance with FAI Child Welfare Policy or to refer the complaint to the FAI Disciplinary Bodies. The FAI Child Welfare Officer and/or the FAI Disciplinary Bodies have full authority to assess individual cases and determine the appropriate process for such complaints.

10. Sanctions

- 10.1. The FAI has the right to impose sanctions on any party under its jurisdiction that violates the provisions of these Regulations.

- 10.2. The FAI can impose any sanction provided for in the FAI rules on any party found to be in violation of these regulations. In addition the FAI may impose the following;
- a) suspension of a specific activity
 - b) suspension of registration
 - c) removal of registration
 - d) the provision of any documentation and/or information required by the FAI
- 10.3. The FAI may publish accordingly any disciplinary sanctions imposed as a result of breach of these Regulations and to inform FIFA of any disciplinary sanctions taken against any intermediary registered with the FAI. The FIFA Disciplinary Committee will then decide on the extension of the sanction to have worldwide effect in accordance with the FIFA Disciplinary Code.
- 10.4. The sanction applicable for a violation of these Regulations will be determined on a case by case basis by the FAI as outlined in these Regulations.

11. Final Provisions

- 11.1. The previous licensing system outlined by FIFA is no longer applicable and any and all existing licences issued by the FAI are no longer valid.
- 11.2. By registering as an Intermediary a natural or legal person acknowledges and agrees to abide by the provisions contained in these Regulations.
- 11.3. Any matter not provided for in these regulations shall be settled by the FAI Board.

Annexe 1
Intermediary Declaration for natural persons

First name(s): _____
Surname(s): _____
Date of birth: _____
Nationality/nationalities: _____
Full Permanent Address: _____

Phone: _____
Fax: _____
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 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 the FAI Regulations on Working with Intermediaries, 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 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 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 FAI 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 FAI 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 the FAI Regulations on Working with Intermediaries.
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 FAI Regulations on Working with Intermediaries, to the FAI 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 FAI Regulations on Working with Intermediaries, to the 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 4 of the FAI Regulations on Working with Intermediaries, to the FAI holding and processing any data for the purpose of their publication.
11. I consent, pursuant to article 10 paragraph 3 of the FAI Regulations on Working with Intermediaries, to the Football Association of Ireland 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 FAI.
13. Remarks and observations which may be of potential relevance:

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 FAI 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 FAI immediately.

(Place and date)

(Signature)

Annexe 2

Intermediary Declaration for legal persons

Name of company (legal person/entity): _____

Address of company: _____

Phone Number: _____

Fax: _____

Email: _____

Website: _____

Hereinafter referred to as "the company"

Details of the individual duly authorised to represent the aforementioned company (legal person/entity):

First Name: _____

Surname: _____

(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 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 the FAI Regulations on Working with Intermediaries, 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 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 leagues, associations, confederations or FIFA exists in connection with its activities as intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the FAI Regulations on Working with Intermediaries, that neither the company I represent nor I 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 FAI Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a minor, as defined in the FAI Regulations on Working with Intermediaries.

7. I declare that neither the company I represent nor I 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 FAI Regulations on Working with Intermediaries, to the associations 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 FAI Regulations on Working with Intermediaries, to the 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 4 of the FAI Regulations on Working with Intermediaries, to the Football Association of Ireland holding and processing any data for the purpose of their publication.
11. On behalf of the company I represent, I consent, pursuant to article 10 paragraph 3 of the FAI Regulations on Working with Intermediaries, to the FAI 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 FAI.
13. Remarks and observations which may be of potential relevance:

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 FAI 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 FAI immediately.

(Place and date)

(Signature)