

# The Iraqi Football Association



## IFA Regulations on the Status and Transfer of Players

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## Definitions

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For the purpose of these regulations, the terms set out below are defined as follows:

1. **IFA:** The Iraqi Football Association.
2. **AFC:** The Asian Football Confederation.
3. **FIFA:** Fédération Internationale de Football Association.
4. **Former association:** the association to which the former club is affiliated.
5. **Former club:** the club that the player is leaving.
6. **New association:** the association to which the new club is affiliated.
7. **New club:** the club that the player is joining.
8. **Official matches:** matches played within the framework of organized football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
9. **Organized football:** association football organized under the auspices of FIFA, the confederations and the associations, or authorized by them.
10. **Protected period:** a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional.
11. **Registration period:** a period fixed by IFA in accordance with article 6.
12. **Season:** the period starting with the first official match of IFA national league championship and ending with the last official match of IFA national league championship.
13. **Training compensation:** the payments made in accordance with Annexe 1 to cover the development of young players.
14. **Minor:** a player who has not yet reached the age of 18.
15. **Academy:** an organization or an independent legal entity whose primary, long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This shall primarily include, but not be limited to, football training centers, football camps, football schools, etc.
16. **Transfer matching system (TMS):** a web-based data information system with the primary objective of simplifying the process of international player transfers as well as improving transparency and the flow of information.
17. **Third party:** a party other than the two clubs transferring a player from one to the other, or any previous club, with which the player has been registered.

NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

## I. INTRODUCTORY PROVISIONS

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### Article 1 Scope

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1. These regulations lay down binding rules concerning the status of players, their eligibility to participate in organized football, and their transfer between the Iraqi clubs.
2. The transfer of players between clubs belonging to different associations is governed by the FIFA Regulations on the Status and Transfer of Players.

## II. STATUS OF PLAYERS

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### Article 2 Status of players: amateur and professional

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1. Players participating in organized football are either amateurs or professionals.
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

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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.
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 article 21.

### Article 4 Termination of activity

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1. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at their last club for a period of 30 months.
2. This period begins on the day the player made his last appearance for the club in an official match

### III. REGISTRATION OF PLAYERS

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#### Article 5 Registration

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1. A player must be registered at IFA to play for a club as either a professional or an amateur in accordance with the provisions of article 2. Only registered players are eligible to participate in organized football. By the act of registering, a player agrees to abide by the statutes and regulations of IFA, AFC and FIFA.
2. A player may only be registered with one club at a time.
3. Players may be registered with a maximum of three clubs during one season. During this period, the player is only eligible to play 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 he has fully complied with his contractual obligations towards his previous clubs. Equally, the provisions relating to the registration periods (article 6) as well as to the minimum length of a contract (article 17 paragraph 2) must be respected.
4. 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 IFA national championship or cup during the same season, subject to stricter individual competition regulations of IFA.

#### Article 6 Registration periods

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1. Players may only be registered during one of the two annual registration periods fixed by IFA. As an exception to this rule, a professional whose contract has expired prior to the end of a registration period may be registered outside that registration period. IFA shall be authorized to register such professionals provided due consideration is given to the sporting integrity of the relevant competition. Where a contract has been terminated with just cause, IFA may take provisional measures in order to avoid abuse, subject to article 23.
2. The first registration period shall begin after the completion of the season and shall normally end before the new season starts. This period may not exceed 12 weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks.
3. Players may only be registered – subject to the exception provided for in article 6 paragraph 1 – upon submission of a valid application from the club to IFA during a registration period.

4. The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The IFA shall draw up regulations specifying the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

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## Article 7 Player passport

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IFA shall provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the season of his 12th birthday. If a birthday falls between seasons, the player passport shall indicate the club with which he was registered during the season following his birthday.

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## Article 8 Application for registration

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The application for registration of a professional must be submitted together with a copy of the contract between the new club and the professional player; a copy of the transfer or loan agreement concluded between the new club and the former club, if applicable; copy of proof of the player's identity and birth date, such as passport or identity card; proof of player's last contract end date and reason for termination; and proof signed by the player and his former club that there is no third-party ownership of the player's economic rights. The IFA relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

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## Article 9 Loan of Players

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1. A professional may be loaned to another club on the basis of a written agreement between him and the clubs concerned. Any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.
2. Subject to article 5 paragraph 3, the minimum loan period shall be the time between two registration periods.
3. The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorization of the club that released the player on loan and the player concerned.

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## Article 10 Unregistered players

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Any player not registered at IFA 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 IFA or the organizer of the competition concerned.

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## Article 11 Overdue payable

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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.
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 paragraph 4 below.
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).
4. Within the scope of their respective jurisdiction (cf. article 23 in conjunction with articles 24 and 25), the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge may impose the following sanctions:
  - a. a warning;
  - b. a reprimand;
  - c. a fine;
  - d. a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.
5. The sanctions provided for in paragraph 4 above may be applied cumulatively.
6. A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty.
7. The execution of the registration ban in accordance with paragraph 4 d) above may be suspended. By suspending the execution of a registration ban, the deciding body subjects the sanctioned club to a probationary period ranging from six months to two years.
8. If the club benefiting from a suspended registration ban commits another infringement during the probationary period, the suspension is automatically revoked and the registration ban executed; it is added to the sanction pronounced for the new infringement.
9. The terms of the present article are without prejudice to the application of further measures in accordance with article 16 in the event of unilateral termination of the contractual relationship.



## IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

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### Article 12 Respect of contract

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

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### Article 13 Terminating a contract with just cause

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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.
2. Grounds justifying the unilateral termination of the contract for just cause shall be determined in accordance with the pertaining provisions of the Iraqi Civil Law (no. 40 of 1951) and the Iraqi Labor Law (no. 37 of 2015).

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### Article 14 Terminating a contract with sporting just cause

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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 ground of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of 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.

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### Article 15 Restriction on terminating a contract during the season

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

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### Article 16 Consequences of terminating a contract without just cause

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

1. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 21 and Annexe 1 in relation to training compensation, compensation for the

breach shall be determined on the basis of the pertaining provisions of the Iraqi Civil Law (no. 40 of 1951) and the Iraqi Labour Law (no. 37 of 2015).

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 contract or agreed between the parties.
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. 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.
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 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 the provisional measures stipulated in article 6 paragraph 1 of these regulations in order to register players at an earlier stage.
5. Any person subject to the IFA 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.

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## Article 17 Special Provisions relating to contracts between professionals and clubs

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1. If an intermediary is involved in the negotiation of a contract, he shall be named in that contract.
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. 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.
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.
  4. The validity of a contract may not be made subject to a successful medical examination.
  5. If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply

## V. THIRD-PARTY INFLUENCE AND OWNERSHIP OF PLAYER'S ECONOMIC RIGHTS

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### Article 18 Third-party influence on clubs

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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.
2. The IFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

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### Article 19 Third-party ownership of player's economic rights

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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.
2. The IFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

## VI. REGISTERING AND REPORTING MINORS AT ACADEMIES

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### Article 20 Registering and reporting minors at academies

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1. Clubs that operate an academy with legal, financial or de facto links to the club are obliged to report all minors who attend the academy to IFA.

2. IFA shall ensure that all academies without legal, financial or de facto links to a club: a) run a club that participates in IFA national championships; all players shall be reported to IFA, or registered with the club itself; or b) report all minors who attend the academy for the purpose of training to IFA.
3. IFA shall keep a register comprising the names and dates of birth of the minors who have been reported to it by the clubs or academies.
4. Through the act of reporting, academies and players undertake to practice football in accordance with the IFA Statutes, and to respect and promote the ethical principles of organized football.
5. Any violations of this provision will be sanctioned by the IFA Disciplinary Committee in accordance with the IFA Disciplinary Code.
6. Article 19 of FIFA regulations on the Status and Transfer of Players shall also apply to the reporting of all minor players who are not nationals of Iraq and in which they wish to be reported.

## VII. TRAINING COMPENSATION AND SOLIDARITY MECHANISM

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### Article 21 Training Compensation

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Training compensation shall be paid to a player's training club(s): (1) when a player signs his first contract as a professional, and (2) each time a professional is transferred until the end of the season of his 23rd birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning training compensation are set out in Annexe 1 of these regulations

### Article 22 Solidarity mechanism

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If a professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his former club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annexe 2 of these regulations.

## VIII. Jurisdiction

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### Article 23 Competence of IFA

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IFA is competent to hear:

- a. employment-related disputes between a club and a player;
- b. employment-related disputes between a club or IFA and a coach
- c. disputes relating to training compensation (article 21) and the solidarity mechanism (article 22) between clubs;
- d. disputes between clubs that do not fall within the cases provided for in par. c.

### Article 24 Players' Status Committee

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1. The Players' Status Committee shall adjudicate on any of the cases described under article 23 b) and d) as well as on all other disputes arising from the application of these regulations, subject to article 26.
2. The Players' Status Committee has no jurisdiction to hear any contractual dispute involving intermediaries.
3. In case of uncertainty as to the jurisdiction of the Players' Status Committee or the Dispute Resolution Chamber, the chairman of the Players' Status Committee shall decide which body has jurisdiction.
4. The Players' Status Committee shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of such a nature that it may be settled by a single judge. In cases that are urgent or raise no difficult factual or legal issues, and for decisions on the registration of a player, the chairman or a person appointed by him, who must be a member of the committee, may adjudicate as a single judge. Each party shall be heard once during the proceedings.
5. Decisions reached by the single judge or the Players' Status Committee may be appealed before IFA Arbitration Chamber.

### Article 25 The Dispute Resolution Chamber

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1. The Dispute Resolution Chamber (DRC) shall adjudicate on any of the cases described under article 23 a) and c).
2. The DRC shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of a nature that may be settled by a DRC judge.
3. The DRC judge may adjudicate in the following cases: i. all disputes up to a litigious value of IQD 100,000,000; ii. disputes relating to training compensation without complex

factual or legal issues, or in which the DRC already has a clear, established jurisprudence; iii. disputes relating to solidarity contributions without complex factual or legal issues, or in which the DRC already has a clear, established jurisprudence. Disputes as per points ii. and iii. of this paragraph may also be adjudicated by the chairman or the deputy chairman as single judges. The DRC judge, as well as the chairman or deputy chairman of the DRC (as the case may be), is obliged to refer cases concerning fundamental issues to the chamber. Each party shall be heard once during the proceedings.

4. Decisions reached by the DRC or the DRC judge may be appealed before the IFA Arbitration Chamber.

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## Article 26 Procedural guidelines

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1. As a rule, the single judge and the DRC judge shall adjudicate within 30 days of receipt of a valid request and the Players' Status Committee or the Dispute Resolution Chamber shall adjudicate within 60 days. The proceedings shall be governed by the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.
2. The maximum cost of proceedings before the Players' Status Committee, including the single judge, as well as before the DRC, including the DRC judge shall be set at IQD 25,000,000 and shall normally be paid by the unsuccessful party. The allocation of costs shall be explained in the decision.
3. Disciplinary proceedings for violation of these regulations shall, unless otherwise stipulated herein, be in accordance with the IFA Disciplinary Code.
4. If there is reason to believe that a case raises a disciplinary issue, the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall submit the file to the Disciplinary Committee together with a request for the commencement of disciplinary proceedings in accordance with the IFA Disciplinary Code.
5. In accordance with article 925 of the Iraqi Civil Code (law no. 40 of 1951), the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these regulations if more than 12 months have elapsed since the event giving rise to the dispute.
6. The Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall, when taking their decisions, apply the IFA Statutes and regulations, and the corresponding legislations of Iraq.
7. The detailed procedure for the resolution of disputes arising from the application of these regulations shall be further outlined in the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.

## IX. FINAL PROVISIONS

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### Article 27 Matters not provided for

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Any matters not provided for in these regulations and cases of force majeure shall be decided by the IFA Executive Committee, whose decisions are final.

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### Article 28 Enforcement

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These rules were approved by the IFA Executive Committee and comes into force on 2 January 2017.

FOR THE IFA EXECUTIVE COMMITTEE

Abed-Alkhalig Masoud Ahmed -President:

Al-Tameemi Sabah -General Secretary:

## Annexe 1 TRAINING COMPENSATION

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### Article 1 Objective

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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, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the season in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.
2. The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

### Article 2 Payment of training compensation

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1. Training compensation is due when: i. a player is registered for the first time as a professional; or ii. a professional is transferred between two clubs (whether during or at the end of his contract) before the end of the season of his 23rd birthday.
2. Training compensation is not due if: i. the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or ii. the player is transferred to a category 4 club; or iii. a professional reacquires amateur status on being transferred.

### Article 3 Responsibility to pay training compensation

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1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the season of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.
2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional.



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## Article 4 Training costs

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1. In order to calculate the compensation due for training and education costs, the Iraqi clubs are divided into three categories in accordance with the clubs' financial investment in training players.
2. The training costs to train a player for one year are given in the following table:

Age of the Player	Premier Division Clubs	First Division Clubs	Second Division Clubs
12	IQD 7,000,000	IQD 4,000,000	IQD 2,000,000
13	IQD 8,000,000	IQD 5,000,000	IQD 2,500,000
14	IQD 9,000,000	IQD 6,000,000	IQD 3,000,000
15	IQD 10,000,000	IQD 7,000,000	IQD 3,500,000
16	IQD 11,000,000	IQD 8,000,000	IQD 4,000,000
17	IQD 12,000,000	IQD 8,500,000	IQD 4,500,000
18	IQD 14,000,000	IQD 9,000,000	IQD 5,000,000
19	IQD 16,000,000	IQD 9,500,000	IQD 5,500,000
20	IQD 18,000,000	IQD 10,000,000	IQD 6,000,000
21	IQD 20,000,000	IQD 10,500,000	IQD 6,500,000

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## Article 5 Disciplinary measures

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The IFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annexe.

## Annexe 2 SOLIDARITY MECHANISM

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### Article 1 Solidarity mechanism

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If a professional moves during the course of a contract, 5% of any compensation, not including training compensation paid to his former club, shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the seasons of his 12th and 23rd birthdays, as follows:

- Season of 12th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 13th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 14th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 15th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 16th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 17th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 18th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 19th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 20th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 21st birthday: 10% (i.e. 0.5% of total compensation)
- Season of 22nd birthday: 10% (i.e. 0.5% of total compensation)
- Season of 23rd birthday: 10% (i.e. 0.5% of total compensation)

### Article 2 Payment procedure

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1. The new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.
2. It is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.
3. The IFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annexe.