



IRAQI FOOTBALL ASSOCIATION

Regulations on Working with Intermediaries



Introduction

In compliance with the resolution taken by the FIFA General Assembly in the 64th Ordinary FIFA Congress in Brazil on 11.6.2015 abolishing the title and regulations of Players' Agents and replacing them with the Regulations on Working with Intermediaries to be enforced from 1.4.2015 by all FIFA Member Associations

The Iraqi Football Association (IFA) - as the official authority that govern Football in Iraq, its development & advancement, its transparency & integrity, its players & officials, its conduct & ethics, its National Teams & Football Clubs, and the intertwined relations among all those mentioned – decided to issue the following regulations and enforce them from 1.4.2015:

Regulations on Working with Intermediaries

Article (1) the Intermediary

Definition of an intermediary

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 or a lending agreement.

Article (2) Scope of Application

These provisions are aimed at the engagement of the services of an intermediary by players and clubs to:

- a) Conclude an employment contract between a player and a club
- b) Conclude a transfer agreement or a lending agreement between two clubs and a player.



Article (3) General principles

- 1. Players and clubs are entitled to engage the services of intermediaries when concluding an employment contract, a transfer and/or a lending agreement.**
- 2. The intermediary should be registered with the Iraqi Football Association or another national association according to the articles of these regulations.**
- 3. 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 use reasonable endeavors to ensure that the intermediaries sign the relevant Intermediary Declaration and the representation contract concluded between the parties.**
- 4. Whenever an intermediary is involved in a transaction, he shall be registered pursuant to article 3 below.**
- 5. The engagement of officials, as defined in point 11 of the Definitions section of the FIFA Statutes, as intermediaries by players and clubs is prohibited.**

Article (4) Registration of intermediaries

- 1. Iraqi Football Association will implement the registration system for intermediaries in accordance with the articles of these regulations, which will be publicized.**
- 2. For the sake of transparency, Intermediaries will be publicized every time they are individually involved in specific transaction.**
- 3. Iraqi Football Association must require clubs and players who engage the services of an intermediary to submit the Intermediary Declaration and/or any other necessary document for every employment contract, a transfer and/or a lending agreement in accordance with annexes 1 and 2 of these regulations.**



Article (5) Requisites for registration

A person has to fulfill the following criteria to qualify for registration as an intermediary:

1. He has never been convicted in a dishonorable crime.
2. He is registered as an intermediary by the Iraqi football Association.
3. He has a permanent address for business.
4. He is an Iraqi Citizen.
5. He has a high school diploma or its equivalent at least. (Proof required).
6. He is ready to sign all guarantees or commitments attached to these regulations.
7. He has no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest.
8. Foreign intermediaries are exempted from (Article 5/3) above on the condition that they are already registered with their National associations, but they are required to present the documents mentioned in the annexe of these regulations.

Article (6) Registration fees

The annual registration fees for intermediaries are two million Iraqi dinars (ID 2000000.-) and must be paid to the Iraqi Football Association at the beginning of every year by the intermediary.



Article (7) Representation contract

1. For the sake of clarity, clubs and players shall specify in the relevant representation contract the nature of the legal relationship they have with their intermediaries.
2. The representation contract 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
 - h. the signatures of the parties
3. A copy of the representation contract shall be given to the Iraqi Football Association with every employment, transfer or lending process. The Iraqi Football Association may demand to be shown the original before saving the copy



Article (8) Disclosure and publication

1. **Players and/or clubs are required to disclose to the Iraqi Football Association (IFA) the full details of any and all agreed amount of all remunerations or payments actually of whatsoever nature that they have made to an intermediary or that are to be made to an intermediary.**
2. **In addition, players and/or clubs shall, upon IFA request, disclose all contracts, agreements and records with intermediaries in connection with activities in relation to these provisions, for the purpose of IFA investigations.**
3. **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.**
4. **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.**
5. **Iraqi Football Association shall make publicly available - at the end of forty (40) days after finishing the last match of the Iraqi National League - the names of all intermediaries they have registered as well as the single transactions in which they were involved. In addition, the IFA shall also publish the total remunerations or payments actually made to intermediaries by its registered players and by each of its affiliated clubs.**
6. **Iraqi Football Association may also make available to their registered players and affiliated clubs any information relating to transactions that have been found to be in breach of these regulations that is of relevance for the pertinent irregularities.**



Article (9) Payments to intermediaries

1. The amount of remuneration due to an intermediary who has been engaged to act on a player's behalf shall be three per cent (3%) of the player's eventual basic gross income for the entire duration of the relevant employment contract (monthly salaries or installments). This does not include sums not mentioned in the contract such as rewards or prizes.
2. 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. The assignment of claims is also prohibited.
3. Any payment for services of an intermediary shall be made exclusively by the client of the intermediary to the intermediary. (Exempted is no.5 below)
4. 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.
5. Officials, as defined in Article 3/4, 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.
6. 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, as defined in the Regulations on the Status and Transfer of Players.



Article (10) Conflicts of interest

1. Prior to engaging the services of an intermediary, players and/or clubs shall use reasonable endeavors to ensure that no conflicts of interest exist or are likely to exist either for the players and/or clubs or for the intermediaries.
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.
3. If a player and a club wish to engage the services of the same intermediary within the scope of a 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 Iraqi Football Association of any such agreement and accordingly submit all the aforementioned written documents within the registration process (cf. articles 4 and 5 above).

Article (11) Sanctions

1. Iraqi Football Association will punish any intermediary who commits the following:
 - a. Presenting false information to be an intermediary
 - b. Breaching his contracts
 - c. Inciting players to end or breach their contracts
 - d. Breaching the provisions of these regulations
 - e. Disobeying IFA Statues, Regulations, Instructions and/or decisions
2. The above misdeeds are punished by the following:
 - a. Written Warning
 - b. Financial fine (minimum: a million dinars /maximum: twelve million dinars)
 - c. Temporary suspension (minimum: one month /maximum: twelve months)
 - d. Permanent suspension



IRAQI FOOTBALL ASSOCIATION
Regulations on Working with Intermediaries

- e. Preventing the intermediary from taking part in any Football activity.
- f. The intermediary shall be punished for any misdeed committed by his staff or representatives.
3. Iraqi Football Association is obliged to publish accordingly and to inform FIFA of any disciplinary sanctions taken against any intermediary.
4. Players & Clubs who breach these regulations shall be sanctioned according to the IFA relevant Statues, Regulations & Instructions.
5. The IFA Disciplinary Committee shall be competent to deal with such matters in accordance with the IFA Statues, Disciplinary Code and these regulations.

Article (12) Enforcement

1. These regulations shall replace the Players' Agents Regulations.
2. All previous licenses shall be cancelled.
3. Any provision that opposes these regulations shall be cancelled.
4. These regulations shall be implemented from 1.4.2015.



IRAQI FOOTBALL ASSOCIATION
Regulations on Working with Intermediaries

Documents Required for Registering Foreign Intermediaries:

1. A Written Commitment of the intermediary to the Iraqi Football Association.
2. A Passport Copy
3. A National Identity Card Copy
4. Intermediary Card (issued by the intermediary's national association)

A letter from the intermediary's national association ascertaining that there are no sanctions or punishments