

# Qatar Football Association Regulations on Working with Intermediaries

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### DEFINITIONS

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The terms given below denote the following:

**FIFA:** Fédération Internationale de Football Association;

**AFC:** Asian Football Confederation;

**QFA:** Qatar Football Association.

**QSLM:** Qatar Stars League Management – An organization subordinate to and recognized by the QFA;

**Club:** a member club affiliated to and recognized by the QFA

**Client:** a Club or a Player;

**Intermediary:** a natural 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. An Intermediary can be either a Local or Foreign Intermediary;

**Local Intermediary:** an Intermediary with Qatari Nationality or continuously resident in Qatar for more than 3 years;

**Foreign Intermediary:** an Intermediary that is not a Local Intermediary;

**Intermediary Entity:** an agency, company or any other business organization performing Intermediaries' activities;

**Declaration of Intermediaries:** the Intermediary Declaration for natural and legal persons as determined by FIFA and set out in Annexes 1 and 2 respectively of these Regulations;

**Local Player:** a Player with Qatari Nationality;

**Player:** a football player who is or is intended to be registered with the QFA;

**Minor:** a Player who has not reached yet the age of 18;

**Registration:** the process by means of which a natural or legal person registers with QFA as an Intermediary;

**Regulations:** the present QFA Regulations for Working with Intermediaries

**Representation Contract:** any agreement or contract to be entered into by and between an Intermediary and a Player and/or Club in relation to the provision of Intermediary activity;

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

# Qatar Football Association Regulations on Working with Intermediaries

## I. OBJECTS AND APPLICATION

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### Article 1 Scope

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1. These Regulations are based on the FIFA Regulations on Working with Intermediaries, which came into force as from 01 April 2015, applying within the scope of the contractual relationship between the Intermediaries and the players or the clubs, as the case, in particular, to all matters relating to the services of Intermediaries to conclude transactions between the players and the clubs, or conclude a transfer agreement between two clubs.
2. Application of the Regulations on the Foreign Intermediaries:  
These Regulations also govern the activity of Foreign Intermediaries in the following cases:
  - a In a transaction in connection with a Club affiliated to or a Foreign Player registered with QFA or to be registered with QFA after completion of the transaction on which the Foreign Intermediary is acting.
  - b If the above mentioned transaction involves a Local Player, a Foreign Intermediary must include in the pertinent transaction and/or act through a Local Intermediary.
  - c The Foreign Intermediary must fulfil all requirements as per the laws of the State of Qatar governing business activity as well as the provisions of these Regulations.
3. Foreign Intermediaries are required to register with QFA, as per Annex 3 of these Regulations.
4. Any transaction in breach of the above mentioned requirements, shall be considered null and void and without any legal effect whatsoever.
5. These Regulations do not cover any services which may be provided by Intermediaries to other parties such as managers or coaches. Such activity in the territory of Qatar is regulated by the applicable laws of the State of Qatar.
6. In the event of a conflict between these Regulations and the FIFA Regulations on Working with Intermediaries, these Regulations shall apply.

## II. GENERAL PRINCIPLES – REGISTRATION

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### Article 2 General Principles

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1. Both Players and Clubs are entitled to engage the services of Intermediaries when concluding an employment contract and/or transfer agreement. The Intermediary is entitled to be remunerated for the service he provides, subject to Article 6. Intermediaries are obligated to comply with the applicable laws in the State of Qatar,

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including, but not limited to, those relating to job placement as well as Law no. 15 of the year 2011 for Combating Human Trafficking.

2. In respect of these Regulations, Clubs, Players and Intermediaries acknowledge and accept their respective direct responsibilities to comply with the requirements of any and all applicable laws and other relevant statutory legal requirements.
3. Subject to the exemptions found in Articles 4.1 and 4.2, Players and Clubs are forbidden from using the services of non registered Intermediaries. In the alternative, a Player or a Club may represent themselves in any matter relating to a transaction.
4. In the selection and engaging process of Intermediaries, a Player or Club shall act with due diligence. In this context, due diligence means that Players and Clubs shall use all reasonable endeavours to ensure that the Intermediaries fulfil all relevant requirements as per these Regulations, including but not limited to the signature of the Intermediary Declaration and the Representation Contact.
5. The engagement of Officials, as defined in the FIFA Statutes, or Players as Intermediaries by Players and Clubs is strictly prohibited. Therefore, an Intermediary becoming an Official or a Player shall have his Registration cancelled or suspended for as long as he remains an Official or a Player.

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### Article 3 Registration of Intermediaries

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1. Intermediaries' activity in the territory of Qatar may only be carried out by natural or legal persons who are duly registered with QFA under Annex 3 of these Regulations.
2. An Official, as defined in the FIFA Statutes, or a Player cannot be an Intermediary. An Intermediary becoming an Official or Player shall result in the suspension or cancellation of his registration with QFA.
3. In addition to the respective requirements foreseen under Annex 3 of these Regulations, QFA has to be satisfied that the Intermediary involved has an impeccable reputation. If the Intermediary concerned is a legal person, QFA has to be satisfied that the individuals representing such legal entity within the scope of the transaction in question have an impeccable reputation.

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### Article 4 Exempted Individuals

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1. The parents, siblings or spouse of the Player may represent him in the negotiation or renegotiation of an employment contract.
2. A legally authorised practising lawyer in compliance with the rules in force in his country of domicile may represent a Player or a Club in the negotiation of a transfer or employment contract.

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3. The activity of such exempted individuals as per paragraphs 1 and 2 of this article does not fall under the jurisdiction of the QFA.

### III. REPRESENTATION CONTRACT- REMUNERATION

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#### Article 5 Representation Contract

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1. An Intermediary shall be permitted to represent a Player or a Club only by concluding a validly executed written Representation Contract with that Player or Club prior to that Intermediary carrying out any activity on his or its behalf.
2. 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, for example, whether the Intermediary's activities constitute a service, a consultancy, a job placement or any other legal relationship.
3. The Representation Contract must contain at least the following minimum details: the names of the parties, the scope of services, the duration of the legal relationship, the remuneration due to the Intermediary, the general terms of payment, the date of conclusion, the termination provisions and the signatures of the parties.
4. The parties to the agreement are at liberty to enter into additional agreements or provisions provided that they are consistent with requirements of these Regulations, the QFA Statutes and Regulations, the QSLM Statutes and Regulations, the FIFA Regulations on Working with Intermediaries, the relevant AFC regulations, if any, and the laws applicable in the territory of the State of Qatar.
5. If the Player is a Minor, the Player's legal guardian(s) shall also sign the Representation Contract in compliance with the national law of the country in which the Player is domiciled. The parties to the agreement are at liberty to enter into additional agreements or provisions provided that they are consistent with requirements of these Regulations, the QFA Statutes and Regulations, the QSLM Statutes and Regulations, the FIFA Regulations on Working with Intermediaries, the relevant AFC regulations, if any, and the laws applicable in the territory of the State of Qatar.
6. The Representation Contract shall be valid for a maximum period of two (2) years. It may be extended for another maximum period of two years by a new written agreement and may not be tacitly prolonged.
7. The Representation Contract shall be deposited by the concerned party to the QFA within ten (10) days of its having been executed.
8. The parties to a Representation Contract must notify the QFA in writing of any early termination, variation or other event that affects the validity or content of the

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respective Representation Contract (save the natural expiry of the Representation Contract) within ten (10) days of such event.

9. Failure to deposit to the QFA the Representation Contract (and any variations thereof) as well as the respective registration requirements as per these Regulations shall constitute a breach of these Regulations. Representation Contracts (and any variations thereof) that have not been deposited to the QFA shall not have any binding legal effect and consequently shall be considered null and void by the QFA decision-making bodies and/or judicial bodies.
10. Any terms of the Representation Contract that breaches the requirements of these Regulations is not permitted. If any of the terms of the Representation Contract contravene these Regulations, the QFA may notify the parties of any breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to incorporate the required amendments shall constitute a breach of these Regulations. The fact that a Representation Contract is deposited to QFA does not certify any compliance with the applicable laws and regulations, even after notification of any request of amendments by QFA.
11. An Intermediary may not assign or subcontract any of his duties or services to any person who is not an Intermediary or an exempt individual. If an Intermediary assigns duties or services to another Intermediary or an exempt individual, in any case, he must obtain the prior written consent of his Client, record the terms upon which those obligations are assigned or subcontracted in a single document and deposit copy of such document to the QFA.
12. The provisions set out in this article are without prejudice to the Client's right to conclude an employment contract or a transfer agreement without the assistance of an Intermediary.

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### Article 6 Payments to intermediaries

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1. Subject to Article 6 par. 2 below, an Intermediary shall only be directly remunerated by his Client, i.e. by the Club or the Player for whom he acts.
2. After conclusion of the relevant transaction, 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 must reflect the general terms of payment agreed between the Player and the Intermediary.
3. The amount of remuneration due to an Intermediary who has been engaged to act on a Player's behalf is calculated on the basis of the Player's annual basic gross income, including any signing-on fee that the Intermediary has negotiated for him in the employment contract. Such amount shall not include the Player's other benefits such as a car, a flat, point premiums and/or any kind of bonus or privilege which is not guaranteed.

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4. The Intermediary and the Player shall decide in advance whether the Player shall remunerate the Intermediary with a lump sum payment at the start of the employment contract that the Intermediary has negotiated for the player or whether he shall pay annual instalments at the end of each contractual year.
5. 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.
6. As a recommendation, Players, Clubs and Intermediaries may adopt the following benchmark:
  - 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. 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, owing any interest in any transfer compensation or future transfer value of a Player. The assignment of claims is also prohibited.
8. Officials, as defined in the FIFA Statutes, 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 proceedings.
9. 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.

### IV. CONFLICTS OF INTEREST – DISCLOSURE AND PUBLICATION – ADHERENCE TO LAW

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#### Article 7 Conflicts of Interest

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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.
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 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 QFA of any such agreement and accordingly submit all the aforementioned written documents within the registration process (cf. Annex 3).
4. An Intermediary and/or an Intermediary Entity shall not have an interest or any form of ownership or any kind of influence whatsoever in a Club, either directly or indirectly. A Player, a Club or Club official shall not have any interest in the business or affairs of an Intermediary or an Intermediary Entity.
5. An Intermediary shall not have, either directly or indirectly, any interest of any nature whatsoever related to a registration or economic right of a Player.
6. An Intermediary must not give, offer or attempt to offer, any consideration of any kind to any Club or Player in relation to entering into a Representation Contract with that Intermediary.

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### Article 8 Disclosure and Publication

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1. Players and/or Clubs are required to disclose to the competent body of the QFA 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 5 paragraph 5 above, disclose to the competent bodies of the QLSM, QFA, AFC 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.
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

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Intermediary in their negotiations, the pertinent documentation lodged within the scope of the respective transaction shall contain a specific disclosure of this fact.

3. QFA shall make publicly available at the end of March of every calendar year the names of all Intermediaries they have registered as well as the single transactions in which they were involved. In addition, QFA shall also be entitled to publish the total amount of all remunerations or payments actually made to Intermediaries by Players and/or Clubs. The figures to be published are the consolidated total figure for all Players and the individual Clubs' consolidated total figure.
4. QFA shall be entitled to publish any decision related to an Intermediary against whom a disciplinary sanction has been taken by the competent judicial bodies.
5. QFA may also make available to its Players and 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.

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### **Article 9 Adherence to Statutes, Regulations and applicable Laws in the State of Qatar**

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1. Intermediaries shall respect and adhere to the statutes, regulations, circulars, directives and decisions of the competent bodies of the QFA, QSLM, FIFA, AFC, the Court of Arbitration for Sport and any other competent judicial body/tribunal established or recognized by the QFA as well as the applicable laws in the State of Qatar, in particular the laws governing job placement, if any.
2. Intermediaries shall ensure that every transaction concluded as a result of their involvement complies with the provisions of the aforementioned statutes, regulations, directives and decisions of the competent bodies of the QFA, QSLM, FIFA and the AFC, as well as the applicable laws in the State of Qatar.
3. For the avoidance of doubt, an Intermediary is subject to disciplinary proceedings for any breach of these Regulations, the statutes, regulations, directives, circulars and decisions of the QFA or the Intermediaries' Declaration (Annex 1 and 2) carried out whilst he was an Intermediary.

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### **Article 10 Adherence to the Intermediary Declaration**

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1. Intermediaries shall abide at all times by the obligations and principles described in the Intermediary Declaration, part of these Regulations as Annex 1 and 2.
2. In particular, upon request, Intermediaries shall give the QFA and/or FIFA all of the requisite information and submit the necessary papers.

## **V. DISPUTES IN CONNECTION TO INTERMEDIARIES' ACTIVITY**

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**Article 11 Disputes**

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1. Any judicial body/tribunal established or recognized by the QFA, if any, shall be competent to deal with any disputes between an Intermediary, a Club and/or a Player in relation to a matter within the scope of these Regulations. The competencies and procedures of such body/tribunal, if any, will be set out in the relevant regulations governing such body/tribunal. In any case, the QFA shall be entitled to mediate disputes arising of or related to the present Regulations.
2. If there is reason to believe that a domestic dispute raises a disciplinary issue, the shall submit the file to the QFA Disciplinary Committee together with the request for the commencement of disciplinary proceedings. All cases of disciplinary action under these Regulations will be recorded and placed in the register of the Intermediary with QFA.
3. Disputes subject to these Regulations shall not be heard if more than one (1) year has elapsed from the event giving rise to the dispute or more than six (6) months have elapsed since the Intermediary has terminated his activity. The application of this time limit shall be examined *ex officio* in each individual case.
4. Limitation periods for prosecution of disciplinary cases are regulated by the QFA Disciplinary Code.

**VI. DISCIPLINARY SANCTIONS**

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**Article 12 General Provisions**

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1. Disciplinary sanctions may be imposed on any Intermediary, Player and/or Club that violates these Regulations, their annexes or the QFA Statutes or other regulations of the QFA, QSLM, FIFA and the AFC.
  2. QFA shall publish accordingly and inform FIFA of any disciplinary sanctions taken against any Intermediary.
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**Article 13 Competence**

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1. The QFA Disciplinary Committee shall be responsible for imposing sanctions established under these Regulations; its decisions are subject to appeal before the QFA Appeal Committee.
2. Decisions of the QFA Disciplinary Committee as well as of the QFA Appeal Committee may be appealed in accordance with the QFA Statutes, the QFA Disciplinary Code and other relevant rules and regulations.
3. Disciplinary proceedings may be initiated by the QFA, either on its own initiative or upon request.

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**Article 14 Sanctions on Intermediaries**

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1. The following disciplinary sanctions may be imposed, by the QFA Disciplinary Committee, on an Intermediary who breaches or violates any of the provisions of these Regulations and their annexes in accordance with the QFA Disciplinary Code:
  - a reprimand or a warning;
  - a fine of at least QAR 15,000;
  - a suspension of registration for up to 24 months, where applicable;
  - a registration cancellation, where applicable;
  - a ban on taking part in any football-related activity;
  - any other sanction provided in QFA Disciplinary Code.

These sanctions may be imposed separately or in combination.

2. A breach or violation of these Regulations by an employee or representative of an Intermediary, or an Intermediary Entity shall be regarded as a breach or violation by the Intermediary himself.

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**Article 15 Sanctions on Players**

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1. The following disciplinary sanctions may be imposed, by the QFA Disciplinary Committee, on a Player who breaches or violates any of the provisions of these Regulations and their annexes in accordance with the QFA Disciplinary Code:
  - a reprimand or a warning;
  - a fine of at least QAR 15,000;
  - match suspension for up to 24 months;
  - a ban on taking part in any football-related activity.
  - any other sanction provided in QFA Disciplinary Code.

These sanctions may be imposed separately or in combination.

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**Article 16 Sanctions on Clubs**

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1. The following disciplinary sanctions may be imposed, by the QFA Disciplinary Committee, on a Club who breaches or violates any of the provisions of these Regulations and their annexes in accordance with the procedures established in the QFA Disciplinary Code:
  - a reprimand or a warning;
  - suspension of official(s);
  - a fine of at least QAR 15,000;
  - exclusion from competition(s);
  - transfer ban for up to two consecutive registration periods;
  - deduction of points;

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- demotion to a lower division.
- any other sanction provided in QFA Disciplinary Code.

These sanctions may be imposed separately or in combination.

2. A breach or violation of these Regulations by an official, director, employee or representative of a Club shall be regarded as a breach or violation by the Club itself.

## VII. OFFICIAL LANGUAGE AND OMISSIONS

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### Article 17 Official Language

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1. These Regulations were issued in both English and Arabic and in case of conflict or discrepancy in interpretation between them, the Arabic version prevails.
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### Article 18 Omissions

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1. Matters not provided for in these Regulations and cases of *force majeure* shall be decided by the QFA Executive Committee, whose decisions are final and not subject to recourse.

## VIII. TRANSITIONAL PROVISIONS AND ENFORCEMENT

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### Article 19 Transitional Provisions

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1. These Regulations supersede the QFA Player's Agents Regulations adopted on 03 February 2013 and come into force as from the date of their adoption.
2. Any case brought to the QFA until 31 March 2015 shall be dealt in accordance with the QFA Players' Agents Regulations entered into force on 03 February 2013. Any case brought to the QFA as from 01 April 2015 until the date of adoption of these Regulations, shall be dealt in accordance with the FIFA Regulations on Working with Intermediaries entered into force on 01 April 2015.
3. All applications for registering as an Intermediary shall be dealt with in accordance with these Regulations.
4. All agreements/contracts already deposited with the QFA before the entry into force of these Regulations may continue to be in place until their ordinary contractual expiration.
5. By means of the QFA Circular dated 24 March 2015, all previous licences issued to Licensed Players' Agents by the QFA have ceased to have effect as from 01 April 2015.
6. All other cases shall be assessed according to these Regulations.

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## Article 20 Enforcement

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1. These Regulations are adopted by the QFA Executive Committee on 30/01/2016 and come into force with immediate effect.

For the QFA Executive Committee

**H.E. Sheikh Hamad bin Khalifa Al-Thani**  
Chairman of the QFA Executive Committee

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## ANNEX 1

### Intermediary Declaration for natural persons

Intermediary Declaration for natural persons

First name(s):

Surname(s):

Date of birth:

Nationality/nationalities:

Full permanent address (incl. phone/fax and e-mail):

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 QFA and AFC, 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 FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that I have no contractual relationship with QSLM, QFA, AFC 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 QSLM, QFA, AFC or FIFA exists in connection with my activities as an intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the FIFA Regulations on Working with Intermediaries, that I shall not accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.
6. I declare, pursuant to article 7 paragraph 8 of the FIFA Regulations on Working with Intermediaries, that I shall not accept any payment from any party if the player concerned is a minor, as defined in the Regulations on the Status and Transfer of Players.
7. I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.

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

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

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

**11.** I consent, pursuant to article 9 paragraph 2 of the FIFA Regulations on Working with Intermediaries, to the QFA 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 QFA.

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

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I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the QFA 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 QFA immediately.

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## ANNEX 2

### Intermediary Declaration for legal persons

Intermediary Declaration for legal persons

Name of company (legal person/entity):

Address of company (incl. phone/fax, e-mail and website):

Hereinafter referred to as "the company"

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

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

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

(First name(s), surnames(s) of the individual representing the legal person/entity)

duly authorised to represent the company

### HEREBY DECLARE THE FOLLOWING:

1. I declare that both the company I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out activities as an intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the statutes and regulations of QFA and AFC, as well as by the Statutes and regulations of FIFA in the context of carrying out activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that neither the company I represent nor I myself have any contractual relationship with QSLM, QFA, AFC 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 QSLM, QFA, AFC or FIFA exists in connection with its activities as intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the FIFA Regulations on Working with Intermediaries, that neither the company I represent nor I 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.

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

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

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

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

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

**11.** On behalf of the company I represent, I consent, pursuant to article 9 paragraph 2 of the FIFA Regulations on Working with Intermediaries, to the QFA 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 QFA.

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

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I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the QFA 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 QFA immediately.

## **ANNEX 3**

### **Registration of Intermediaries**

#### **A. General Principles**

1. Intermediaries are required to register with QFA by submitting the relevant application in the form published by QFA from time to time. The applicant is required to duly fill in the required forms and submit the complete documentation with QFA.
2. In order to be legally involved in the transactions stipulated under Article 1 par. 2 hereto, Foreign Intermediaries are required to register with QFA, as per Annex 3 of these Regulations. If the relevant transaction involves a Local Player, then, in addition to the registration with QFA, a Foreign Intermediary must include in the pertinent transaction and/or act through a Local Intermediary, while fulfilling all requirements as per the laws of the State of Qatar governing business activity as well as the provisions of these Regulations. The Local Intermediary, whom the Foreign Intermediary has included in the pertinent transaction or through whom the Foreign Intermediary is acting, shall be jointly liable for any misconduct of the Foreign Intermediary in breach of any and all applicable laws, rules and regulations.
3. For the avoidance of doubt, the registration requirement is obligatory, when an Intermediary acts in a transaction on behalf: a) either of a Club in membership of a league sanctioned by QFA, or b) a football player currently registered with QFA or to be registered with QFA upon conclusion of the pertinent transaction (cf. Definitions).

#### **B. General Requirements/Documentation**

4. The applicant is required to submit a written application for registration as Intermediary to the QFA.
5. QFA has to be satisfied that the applicant has an impeccable reputation. If the Intermediary concerned is a legal person, QFA has to be satisfied that the individuals representing such legal entity have an impeccable reputation. QFA will consider among others the applicant's criminal records and financial history (e.g. any history of bankruptcy) and any dealings by the applicant in relation to the game of football or otherwise which the QFA may consider relevant to his acceptability.
6. The applicant may not, under any circumstances, hold a position as an official, employee, etc. at the QFA, QSLM, FIFA, a Confederation, a national association, a league, a club or any organisation connected with such organisations and entities up to two years prior to the respective application.
7. The applicant may not have any financial interest or any form of ownership whatsoever in a Club, either directly or indirectly.

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8. The applicant must be holder of a bachelor degree or equivalent. He must write/speak at least one of the official languages of FIFA. For registration of Local Intermediaries, such applicant must write/speak Arabic.
9. The prerequisites of this clause must be satisfied at all times throughout the registration of the Intermediary with QFA.
10. By the act of applying, the applicant agrees to abide by the statutes, regulations, directives and decisions of the competent bodies of QFA, QSLM, FIFA and AFC.
11. Registration with QFA is subject to the deposit of an administrative fee of QAR 5,000 for the Local and Foreign Intermediaries and QAR 10,000 for legal entities, paid each time the applicant wishes to register with QFA.
12. The QFA is responsible for ascertaining that an application satisfies the relevant prerequisites. If any prerequisite is not met, the application shall be rejected. If the applicant is not eligible to be registered with QFA, he may subsequently reapply for registration at such time as he is able to fulfil the prerequisites for applying.
13. For the submission of application to register with QFA, the applicant shall submit, where applicable, the following:
  - Written application;
  - Copy of Qatari Passport and proof of residency;
  - For foreign applicant, copy of passport and proof of residency;
  - Police clearance certificate or police criminal records;
  - Copy of the bachelor degree and proof of language skills;
  - Signed declaration of the applicant that a) he does not hold a position as an Official as per the FIFA Statutes b) he is not a Player;
  - Signed declaration of the applicant that he does not have any financial interest or any form of ownership whatsoever in a Club, either directly or indirectly;
  - For legal entities, copy of the commercial registration or any similar document;
  - Proof of payment of the administration fee.

The QFA may request any other information and/or documentation about the applicant and in this case grants a deadline to do so.

### **C. Procedure after the application – Consequences of registration as Intermediary**

14. Registration with QFA shall be valid for one year only.
15. Upon submission of all required documentation and application, the QFA shall inform in written the applicant confirming or rejecting his registration as Intermediary. Rejection of an application for registration as Intermediary is not subject to appeal.
16. Prior to registering, the Intermediaries shall not be entitled to conduct any transaction.
17. By registering with QFA, the Intermediary shall be entitled to act on behalf either of a Club in membership of a league sanctioned by QFA or a football player currently

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registered with QFA or to be registered with QFA upon conclusion of the pertinent transaction.

18. By registering with QFA, the Intermediary agrees to abide by and adhere to the provisions of these Regulations and be submitted to the disciplinary authority and jurisdiction of QFA in respect to any act or omission arising out or in connection with his activity as Intermediary (Local or Foreign).
19. By successful completion of his registration with QFA, the Intermediary shall be entitled to use the following designation, and no other variation thereof, after his name in business relations: "QFA Registered Intermediary".
20. By registering with QFA, the Intermediary agrees to his name being published by QFA on its website in the list of Intermediaries.
21. An Intermediary shall procure that the Intermediary Entity with which he is associated fulfils the requirements established by the relevant rules and regulations of the QFA.

### **D. Registration of Legal Persons**

22. A legal person may be registered as an Intermediary only by a natural person already registered as an Intermediary with QFA. Any Intermediary activity on behalf of such legal person may be carried out only by a natural person registered as Intermediary and authorized as per par. 17.
23. A legal person registered as Intermediary shall be responsible for declaring those persons authorized to represent the legal person and authorized to conduct Intermediaries' activities on behalf of the legal person as per these Regulations. Any person has to be registered as an Intermediary as per these Regulations.
24. In addition to the name of the legal person in the relevant transaction, the name and signature of the natural person representing the respective legal person shall appear on the relevant paperwork.

### **E. Miscellaneous**

25. Any Intermediary, who is found to be in breach of these Regulations, shall be bound by any decision of the competent judicial bodies as per the relevant provisions of these Regulations and shall be subject to the sanctions stipulated therein.
26. QFA may, at any stage and at its sole discretion, refer any matter in relation to the status or conduct of an Intermediary to FIFA and/or any other relevant National Association and to any other competent authority deems appropriate.