



PFF REGULATIONS ON WORKING WITH INTERMEDIARIES

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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.

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

Preamble

PFF has the responsibility to constantly develop the game of football and protect its integrity. In this context, one key objective is to uphold and safeguard considerably high ethical standards in the relations between clubs, players and third parties, and thus live up to the requirements of good governance and financial responsibility principles. PFF considers it essential to protect players and clubs from being involved in unethical and/or illegal practices and circumstances in the context of concluding employment contracts between players and clubs and of concluding transfer agreements. In light of these considerations, and with the aim of appropriately addressing the changing realities of modern day dealings between players and clubs as well as to enable proper control and transparency of player transfers, PFF has enacted these regulations in accordance with the PFF Statutes and FIFA Regulations on Working With Intermediaries. These regulations shall serve as minimum standards/requirements that must be followed by all intermediaries, clubs and players.

"PFF" refers to the Philippines Football Federation.

"FIFA" means Federation Internationale de Football Association.

"Club" means a professional football club that competes in the national professional league sanctioned by PFF, or an amateur club that engages players for compensation and competes in football tournaments organized or sanctioned by PFF.

"LFI" refers to Liga Futbol Inc., a company established by PFF for the purpose of managing operating and staging the Philippines Football League.

1 Scope

1. These provisions apply to the engagement of the services of an intermediary by players and clubs to:
 - a) Conclude an employment contract between a player and a club, or
 - b) Conclude a transfer agreement between two clubs.
2. Clubs and players are required to abide with the requirements in these regulations in accordance with the duties assigned them by these regulations.
3. The right of PFF to amend the minimum standards/requirements in these regulations is preserved.
4. These regulations and any amendment thereto shall not affect the validity of the relevant employment contract and/or transfer agreement.

2 General Principles

1. Players and clubs are entitled to engage the services of intermediaries when concluding an employment contract and/or a transfer agreement.
2. In the selection and engagement of intermediaries, players and clubs shall act with due diligence. In this context, due diligence means that players and clubs shall use reasonable endeavours to ensure that the intermediaries sign the relevant Intermediary Declaration and the representation contract concluded between the parties.
3. Whenever an intermediary is involved in a transaction, he shall be registered pursuant to article 3 below.
4. The engagement of football officials as intermediaries by players and clubs is prohibited. As defined in the PFF Statutes “officials” refer to all board members, committee members, coaches, referees and attendants as well as other people responsible for technical, medical and administrative matters at PFF, member associations of PFF, league, club or all the candidate for the elective positions.

5. All existing licenses of Agents previously registered with PFF are declared ineffective. Individuals wishing to represent players in transactions need to register with PFF as an Intermediary.
6. Subject to sub-paragraph 5 hereof, if an intermediary has existing agreement(s) with player(s) prior to the establishment of these Regulations, the agreement is deemed valid provided that the Intermediary registers with PFF and submits the current existing agreement/s upon registration.

3 Registration of Intermediaries

1. Every Intermediary who is conducting an intermediation activity for players or clubs in the Philippines must register with PFF. Upon approval of registration and payment of registration fee under article 11 hereof, an intermediary is thereafter authorized to conduct his intermediary activity in the Philippines. An Intermediary must register with PFF if he is individually involved in a specific transaction.
2. PFF will adopt a registration system for intermediaries. The list of registered intermediaries will be publicized in accordance with Article 6 below. An Intermediary must register with PFF if he is individually involved in a specific transaction.
3. Clubs and players who engage the services of an intermediary must submit the *Intermediary Declaration Form* in accordance with Annex 1 of these regulations. PFF may request further information and/or documentation.
4. Player engaging the services of an Intermediary within the scope of article 1 paragraph 1(a) above must submit to PFF the *Intermediary Declaration Form* and any other documentation required by PFF. In case of renegotiation of an employment contract, a player engaging the services of an intermediary must also provide his current club with the same documents.
5. Club engaging the services of an Intermediary within the scope of article 1 paragraph 1(b) above must submit to PFF the *Intermediary Declaration Form* and any other documentation required by PFF. If the releasing club engages the services of an intermediary, the releasing club shall also submit a copy of the *Intermediary Declaration* to PFF.
6. Should the Intermediary be not yet registered with PFF, the aforementioned required submissions by players or clubs must be made before conclusion of an activity within the scope of article 1 paragraph 1 of these regulations takes place.

4 Requisites for Registration

1. An Intermediary who wish to be registered with PFF must apply for registration, submit the Intermediary Registration Form (Annexe “3”) and pay the registration fee.
2. In addition to the information provided to PFF by the player or Clubs under article 3 above, and before the relevant intermediary can be registered, PFF needs to be satisfied that the intermediary involved has an impeccable reputation.
3. PFF must be satisfied that in carrying out his activities, the intermediary contracted by a club or a player has no contractual relationship with leagues organized or sanctioned by PFF, PFF confederations or FIFA that could lead to a potential conflict of interest. Intermediaries are precluded from implying, directly or indirectly, that such a contractual relationship with leagues, PFF, confederations or FIFA exists in connection with their activities.
4. The *representation contract* that the intermediary concludes with a club or a player (cf. article 5 below) must be submitted to PFF.

5 Representation Contract

1. 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 within the scope of article 1 paragraph 1 of these regulations, a job placement or any other legal relationship.
2. The main points of the legal relationship entered into between a player and/or club and an intermediary shall be recorded in writing prior to the intermediary commencing his activities. The representation contract must contain the following minimum details: *names of the parties, scope of services, duration of the legal relationship, remuneration due to the intermediary, general terms of payment, date of conclusion, termination provisions and signatures of the parties*. If the player is a minor, the player’s legal guardian(s) shall also sign the *representation contract* in compliance with Philippine law.

6 Disclosure and Publication

1. Players and/or clubs are required to disclose to PFF (cf. article 3 paragraphs 2 and 3) 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. Thus players or clubs must mandatorily submit the *representation contract* to PFF. In addition players and clubs shall, upon request, disclose to the PFF and to the competent bodies of the league organized or sanctioned by PFF 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 has 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.
3. PFF will make publicly available at the end of March of every calendar year on its official website, the names of all intermediaries which have been registered as well as the single transactions in which they were involved. In addition, PFF shall also publish the total amount of all remunerations or payments actually made to intermediaries by their registered players and by each of their clubs. The figures to be published are the consolidated total figure for all players and the individual clubs' consolidated total figure.
4. PFF may also make available to their registered 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.

7 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 calculated on the basis of the players' basic gross income for the entire duration of the contract.
2. Clubs that engage the services of an intermediary shall remunerate him by payment of a lump sum agreed prior to the conclusion of the relevant transaction. If agreed, such a payment may be made in installments.
3. Players and clubs must adopt the following benchmarks:
 - a) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a player's behalf should be from three percent (3%) to ten percent (10%) 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 club's behalf in order to conclude an employment contract with a player should be from three percent (3%) to ten percent (10%) 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 club's behalf in order to conclude a transfer agreement should be from three percent (3%) to ten percent (10%) of the eventual transfer fee paid in connection with the relevant transfer of the player.
4. Clubs shall ensure that payments to be made by one club to another club in connection with a transfer, such as transfer fee, training compensation or solidarity contributions, are not paid to intermediaries and that the payment is not made by intermediaries. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player. The assignment of claims is also prohibited.
5. Subject to article 7, paragraph 6 and article 8 below, any payment for the services of an intermediary shall be made exclusively by the client of the intermediary to the intermediary.
6. After the conclusion of the relevant transaction and subject to the club's agreement, the player may give his written consent for the club to pay the intermediary on his behalf. The payment made on behalf of the player shall be in accordance with the terms of payment agreed between the player and the intermediary.

7. Officials, as defined in the PFF 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 violate this provision shall be subject to disciplinary sanctions.
8. Players and/or clubs that engage the services of an intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such intermediary if the player concerned is a minor, as defined in FIFA Regulations on the Status and Transfer of Players.

8 Conflicts of Interest

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 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 the relevant association of any such agreement and accordingly submit all the aforementioned written documents within the registration process (cf. articles 3 and 4 above).

9 Sanctions

1. PFF will impose sanctions on any party under its jurisdiction who violates the provisions of these Regulations, PFF statutes or regulations.
2. PFF will publish and inform FIFA of any disciplinary sanctions taken against any intermediary. The FIFA Disciplinary Committee will then decide on the extension of the sanction to have worldwide effect in accordance with the FIFA Disciplinary Code.

10 Enforcement of Clubs' Obligations

1. PFF shall monitor the proper compliance of these minimum standards/requirements by the clubs and shall take appropriate measures if the relevant principles are not complied with. The PFF Disciplinary Committee shall be competent to deal with such matters in accordance with the PFF Disciplinary Code.

11 Registration Fee of Intermediaries

1. Each intermediary is required to pay a Registration Fee to PFF in the amount of Php7,500.00 for the first year. Registration is for one (1) year. An intermediary must renew his license upon expiry of the one (1) year period, and pay a registration fee of Php2,500.
2. Each intermediary who is not based in, or not a resident of the Philippines is required to pay a Registration Fee of USD200. Registration is for one (1) year. An intermediary must renew his license upon expiry of the one (1) year period, and pay a registration fee of USD100.

12 Effectivity

1. These Regulations were approved by the PFF Board of Governors on 16 December 2017 and come into force immediately.

PFF House of Football. 16 December 2017.

For the PFF Board of Governors:

Mariano V. Araneta, Jr.
President

Atty. Edwin B. Gastanes
General Secretary



ANNEXE 1

Intermediary Declaration (for natural persons)

First name(s) :
Surname(s) :
Date of birth :
Nationality/nationalities :
Identity Card No :
Passport No. :
Full permanent address :
Telephone/fax :
E-mail :

I,
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 the Philippine Football Federation (PFF), 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 PFF 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 PFF regional football associations, PFF, LFI, leagues, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the PFF 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 PFF 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 FIFA and/or PFF Regulations on the Status and Transfer of Players.

7. I declare that I shall not, directly or indirectly, take part in, 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, organizations, etc. that promote, broker, arrange or conduct such events or transactions.
8. I consent, pursuant to article 6 paragraph 1 of the PFF Regulations on Working with Intermediaries, to the association 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 PFF Regulations on Working with Intermediaries, PFF, LFI, leagues, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which I am responsible.
10. I consent, pursuant to article 6 paragraph 3 of the PFF Regulations on Working with Intermediaries, to the association concerned holding and processing any data for the purpose of their publication.
11. I consent, pursuant to article 9 paragraph 2 of the PFF Regulations on Working with Intermediaries, to PFF and LFI publishing details of any disciplinary sanctions taken against me and for PFF 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 association concerned.
13. Remarks and observations which may be of potential relevance:

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

(Intermediary Name):

Date:



ANNEXE 2

Intermediary Declaration (for legal persons)

Name of company (legal person/entity) :
Full permanent address of company :
Telephone/fax :
Website/E-mail :

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 the Philippine Football Federation (PFF) and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined the PFF 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 no contractual relationship with provincial football associations, Clubs, PFF, LFI or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that the relevant company is precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the PFF Regulations on Working with Intermediaries that neither the company I represent nor I shall accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to article 7 paragraph 8 of the PFF Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a minor, as defined in the FIFA and/or 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 PFF Regulations on Working with Intermediaries, to the PFF 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 PFF Regulations on Working with Intermediaries, to the PFF, LFI, 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 PFF Regulations on Working with Intermediaries, to the PFF and/or LFI concerned 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 PFF Regulations on Working with Intermediaries, to the PFF and/or LFI concerned publishing and informing FIFA of any disciplinary sanctions taken against the company represent.
12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the PFF concerned.
13. Remarks and observations which may be of potential relevance:

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

(Place and date)

(Signature)



ANNEXE 3

Philippine Football Federation

Intermediary Registration Form

Instructions: Please provide the Information requested below. Entries should be typed or neatly printed. If more space is needed, please attach extra pages with the information clearly labeled.

Upon completion of the application, kindly sign the last page and the attached “Information Release” form. The completed application should then be submitted, along with a (i) US\$200.00 application fee [if applicant is foreign-based natural or legal person]; or (ii) Php5,000.00 [if applicant is Philippine-resident natural or legal person, in the form of a cashier’s or manager’s check issued by a Philippine bank], to- PHILIPPINE FOOTBALL FEDERATION, INC.

I. Contact Information

(Please provide in this space the information you would like U.S. Soccer to use in contacting you)

Name: _____

Address: _____

City: _____ **Zip Code:** _____

Telephone/Mobile #: _____ **Fax:** _____

Email: _____

II. Personal Data

(Please provide your home address below. If this is the same as your contact information, please indicate “Same as above”)

Address: _____

City: _____ **Zip Code:** _____

Telephone/Mobile #: _____ **Fax:** _____

Date of Birth: _____

Driver’s License No.: _____ **State:** _____

Have you ever been known by any other name? Yes _____ No _____

If so, list all other names:

List all residential addresses for the past five (5) years (in reverse order, most recent first):

Address: _____ City: _____ Zip: _____

Address: _____ City: _____ Zip: _____

Address: _____ City: _____ Zip: _____

Address: _____ City: _____ Zip: _____

III. **Business Information**

(Only required if applying as a Legal Person rather than a Natural Person)

Firm Name: _____

Address: _____ **City:** _____ **Zip:** _____

Nature of Business: _____

Title of Applicant: _____ Date joined/hired: _____

Telephone: _____ Fax: _____

IV. **Criminal**

In the last ten years, have you been convicted of a crime or felony? Yes ____ No ____

If "Yes," please provide the following information about any such convictions:

Court: _____ Year: _____ Case #: _____ Nature of Charge: _____

Court: _____ Year: _____ Case #: _____ Nature of Charge: _____

V. **Current Positions**

Please answer the following questions:

Do you occupy a position with FIFA? Yes ____ No ____

Do you occupy a position with a confederation of FIFA? Yes ____ No ____

Do you occupy a position with any national association? Yes ____ No ____

Do you occupy a position with a league? Yes ____ No ____

Do you occupy a position with an a Member Association of PFF? Yes ____ No ____

Do you occupy a position with any club in the PFL? Yes ____ No ____

Do you occupy any position with any organization that is linked with a national association of FIFA ? Yes ____ No ____

Do you occupy a position with PFF? Yes ____ No ____

VI. **Affirmation**

I hereby state that the information I have provided in this registration is true, correct, and complete to the best of my knowledge. I understand that if I am found to have provided any false, misleading, or inaccurate information in this registration, or to have failed to provide any requested information, it may be grounds for refusal of the registration.

Signature: _____ Date: _____