



# **MFF REGULATIONS**

**on Working with Intermediaries**



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### **Annexe 1**

Intermediary Declaration for natural persons

### **Annexe 2**

Intermediary Declaration for legal persons

## **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**

MFF bears the responsibility to constantly improve the game of football and to safeguard its integrity in Myanmar. In this context, one of MFF's key objective is to promote and safeguard considerably high ethical standards in the relations between clubs, players and third parties, and thus to live up to the requirements of good governance and financial responsibility principles.

More specifically, MFF 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 the light of these considerations, and with the aim of properly addressing the changing realities of modern day relations between players and clubs as well as to enable proper control and transparency of player transfers, MFF has enacted these regulations in accordance with article 4 of the Regulations Governing the Application of the MFF Statutes. These regulations shall serve as minimum standards/ requirements that must be fulfill the latter having the possibility of further adding thereto.

“MFF” means the “Myanmar Football Federation” recognized by Commissioner of Sports, Myanmar and a member of AFC and FIFA.

“FIFA” means Federation Internationale de Football Association.

“Teams” means football teams and includes members, state football associations, district football associations, clubs and invited teams approved to participate in football tournaments organized or sanctioned by MFF

# **1 Scope**

## **1.**

These provisions are aimed at MFF in relation 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.**

MFF is required to implement and enforce at least these minimum standards/requirements in accordance with the duties assigned in these regulations, subject to the mandatory laws and any other mandatory national legislative norms applicable to the associations. MFF shall draw up these regulations that shall incorporate the principles established in these provisions.

## **3.**

The right of MFF to go beyond these minimum standards/requirements is preserved.

## **4.**

These regulations and potential additional provisions going beyond these minimum standards/requirements implemented by MFF 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 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.

3.

Whenever an intermediary is involved in a transaction, he shall be registered pursuant to article 3 below.

4.

The engagement of officials, as defined in point ? of the Definitions section of the MFF Statutes, as intermediaries by players and teams is prohibited.

5.

All existing licenses for Agents will lose their validity after one year subject to their expiration date. Individuals wishing to represent Players in transactions will need to be registered as an Intermediary with **MFF**.

6.

Subject to sub-paragraph 5, if an intermediary has or has existing agreement(s) with player(s) prior to the establishment of this Regulations, the agreement is deemed valid provided that the Intermediary must register with **MFF** and attach together with the current existing agreement upon registration.

### **3 Registration of intermediaries**

#### **1.**

For the sake of transparency, MFF has implemented a registration system for intermediaries that was publicized in accordance with article 6 paragraph 3 below. Intermediaries must be registered in the relevant registration system every time they are individually involved in a specific transaction (cf. paragraphs 2 and 3 below).

#### **2.**

Within the scope of the above-mentioned registration system, clubs and players who engage the services of an intermediary requires to submit at least the Intermediary Declaration in accordance with annexes 1 and 2 of these regulations. MFF may request further information and/or Documentation if needed.

#### **3.**

Following the conclusion of the relevant transaction, a player engaging the services of an intermediary within the scope of article 1 paragraph 1a) above must submit to the association of the club with which he signed his employment contract at least the Intermediary Declaration and any other documentation required by MFF.. In case of renegotiation of an employment contract, a player engaging the services of an intermediary must also provide MFF his current club with the same documentation.

#### **4.**

Following the conclusion of the relevant transaction, a club engaging the services of an intermediary within the scope of article 1 paragraph 1b) above must submit to MFF of the club with which the player in question is to be registered at least the Intermediary Declaration and any other documentation required by MFF. If the releasing club engaged the services of an intermediary, that club shall also submit a copy of the Intermediary Declaration to MFF.

#### **5.**

The aforementioned notification by players and clubs must be made each time any activity within the scope of article 1 paragraph 1 of these regulations takes place.

## **4 Requisites for registration**

### **1.**

In addition to the information provided to MFF by the player or the club under article 3 above, and before the relevant intermediary can be registered, MFF will at least have to be satisfied that the intermediary involved has an impeccable reputation.

### **2.**

If the intermediary concerned is a legal person, MFF or the association responsible for registering the transaction will also have to be satisfied that the individuals representing the legal entity within the scope of the transaction in question have an impeccable reputation.

### **3.**

MFF must be satisfied that in carrying out his activities, the intermediary contracted by a club and/or a player has no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. Intermediaries are precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with their activities.

### **4.**

MFF is considered to have complied with their obligations under paragraphs 1 to 3 above if they obtained a duly signed Intermediary Declaration as per annexes 1 or 2 of these Regulations from the intermediary concerned.

### **5.**

The representation contract that the intermediary concludes with a player and/ or a club (cf. article 5 below) must be deposited with MFF when the registration of the intermediary takes place.

## **5 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, 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: 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. 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 Myanmar in which the player is domiciled.

### **3.**

The minimum duration of the agreement shall be at least one (1) year and not exceeding five (5) years.



## **6 Disclosure and publication**

### **1.**

Players and/or clubs are required to disclose to MFF (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. In addition, players and/or clubs shall, upon request, with the exception of the representation contract, the disclosure of which is mandatory under article 4 paragraph 5.above, disclose to the competent bodies of the leagues, associations, confederations and FIFA, all contracts, agreements and records with intermediaries in connection with activities in relation to these provisions, for the purpose of their investigations. Players and/or clubs shall in particular reach agreements with the intermediaries to ensure that there are no obstacles to the disclosure of the above-mentioned information and documents.

### **2.**

All above-mentioned contracts shall be attached to the transfer agreement or the employment contract, as the case may be, for the purpose of registration of the player. Clubs or players shall ensure that any transfer agreement or employment contract concluded with the services of an intermediary bears the name and signature of such intermediary. In the event that a player and/or a club have not used the services of an intermediary in their negotiations, the pertinent documentation lodged within the scope of the respective transaction shall contain a specific disclosure of this fact.

### **3.**

MFF will make publicly available at the end of March of every calendar year, for example on their official website, the names of all intermediaries they have registered as well as the single transactions in which they were involved. In addition, MFF will also publish the total amount of all remunerations or payments actually made to intermediaries by their registered players and by each of their affiliated clubs. The figures to be published are the consolidated total figure for all players and the individual clubs' consolidated total figure.

### **4.**

MFF 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 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.**

While taking into account the relevant national regulations and any mandatory provisions of national and international laws, and as a recommendation, players and clubs may adopt the following benchmarks:

a) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a player's behalf should not exceed three per cent (3%) of the player's basic gross income for the entire duration of the relevant employment contract.

b) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude an employment contract with a player should not exceed three per cent (3%) of the player's eventual basic gross income for the entire duration of the relevant employment contract.

c) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer fee paid in connection with the relevant transfer of the player.

**4.**

Clubs shall ensure that payments to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions, are not paid to intermediaries and that the payment is not made by intermediaries. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player. The assignment of claims is also prohibited.

**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 point 11 of the Definitions section of 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 sanctions. Official: any board member (including the members of the Council), committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (except players and intermediaries).

**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 point 11 of the Definitions section of the 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 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 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 MFF 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.**

MFF is responsible for the imposition of sanctions on any party under their jurisdiction that violates the provisions of these Regulations, their statutes or regulations.

**2.**

MFF is obliged to publish accordingly and to 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 teams' obligations

**1.**

MFF shall monitor the proper implementation of these minimum standards/requirements by the teams and may take appropriate measures if the relevant principles are not complied with.

**2.**

The MFF Disciplinary Committee shall be competent to deal with such matters in accordance with the FAM Disciplinary Code.

## 11 Fees

1.

Every intermediary must pay the Intermediaries Fee exclusive goods and services tax (GST) to MFF for the registration of new membership as an intermediary. The duration of the membership is for a year and he/she has to pay registration fees to MFF for the said period. If official intermediary want to renew his/her registration, he/she has to pay 80% of original registration fees. An intermediary must renew their license upon expiry of the current membership term exclusive GST. It may be changed from time to time subject to MFF discretion. Every tax imposed by the Government of Myanmar for the services shall be borne by the Intermediary.

2.

Every foreign intermediary must pay Intermediaries Fee exclusive GST for registration of membership to intermediate in Myanmar. Foreign intermediary also must attach their Intermediary Certificate together with registration fee (applicable to the foreign intermediary with Intermediary License). An intermediary must renew their license upon expiry of the current membership term exclusive GST. It may be changed from time to time subject to MFF discretion. Every tax imposed by the Government of Myanmar for the services shall be borne by the Intermediary.

## 12 Termination

1.

Either Party fails to materially observe or perform any of its material obligations under Intermediary Agreement and, in the case of a failure which is capable of being remedied, such failure is not remedied within forty-five (45) days after a written notice to the defaulting party informing of the failure is received by the defaulting party.

2.

The intermediary's agreement also may be terminated by both parties by mutual consent subject to term and agreement between parties.

## **13** Grievance Procedures

**1.**

In the event that there is a grievance in the Intermediaries Agreement, the party not in default must inform the defaulting party within seven (7) days after a written notice to the defaulting party informing of the failure by the defaulting party to the party not in default.

**2.**

If the party not in default is not remedied seven (7) days after the received of the notice by the party not in default, then the party not in default may lodge a complaint to MFF's Status Committee. The decision of the Status Committee is in accordance to the guidelines below:

- a.** The Complainant/s must make a written complaint regarding the dispute together with affidavit in support certified by Myanmar's commissioner for oaths or notary public seven (7) days after the Complainant/s has not been remedied by the Respondent/s. If the dispute is not resolved by the Status Committee, it must then refer to MFF Appeal Committee seven (7) days after the decision has been made.
- b.** If the decision of the Appeal Committee, MFF is still not satisfactory the parties to the dispute or the dispute is still no solution, then it should be referred to the Court of Arbitration pursuant to the Arbitration Act 1952 by an arbitration agreed to by the parties to the dispute. The arbitration decision shall be final and shall be accepted by all parties involved. Arbitration costs shall be borne by both parties.
- c.** Parties are prohibited from filing any proceedings relating to the Intermediaries Agreement or any grievance concerning the Status and Transfer of Players Myanmar Football Federation in a court of law. Any dispute relating to the status, displacement, contracts and any grievance about the Intermediaries Agreement of Myanmar Football Federation shall be referred to MFF or jurisdiction of FIFA.

## **14** Time

**1.**

Time shall be the essence of this agreement. Every notice given must be in writing and must be sent to the intermediary and/or teams.

**2.**

The notice must be sent by registered post and such notice deemed to have been received by the parties involved.

**3.**

In the event of a party change the address as in the Intermediary Agreement, a notice of change of address must be send to other party/ ies involved in the Intermediary Agreement within seven (7) days after the change of the address.



## **15** Transitional measures

**1.**

These provisions, which were approved by the MFF Executive Committee on 17 June 2017 and come into force on 1 November 2017.

**2.**

With the coming into force of these provisions, the previous licensing system shall be abandoned and all existing licenses will lose validity with immediate effect and shall be returned to the MFF that issued them.

Myanmar, 17 June 2017

For the MFF Executive Committee

Zaw Zaw  
President:

Ko Ko Thein  
General Secretary: