



International
Handball
Federation

X.

Regulations for Players' Agents

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ARTICLE 1

I. Definition

These regulations govern the occupation of players' agents who introduce players to clubs with the objective of negotiating or renegotiating an employment contract or introduce two clubs to each other with the objective of concluding a transfer agreement within one National Federation or from one National Federation to another.

Licence: an official certificate issued by the IHF enabling a natural person to act as a players' agent.

Players' agent: a natural person who, against payment, introduces players to clubs with the objective of negotiating or renegotiating an employment contract or introduces two clubs to each other with the objective of concluding a transfer agreement, in compliance with the provisions set forth in these regulations.

1. Players' agents' activity may only be carried out by natural persons who are licensed by the IHF to carry out such an activity.
2. Only the players' agent himself is entitled to represent and promote the interests of players and/or clubs in connection with other players and/or clubs.
3. Both players and clubs are entitled to engage a licensed players' agent for a transfer or with the objective of negotiating or renegotiating an employment contract. The players' agent is entitled to be paid for the services he provides. In authorising the activity of players' agents, these regulations do not release a players' agent from his obligation to comply with the laws applicable in the territory of the National Federation, in particular those relating to job placement.



ARTICLE 2

II. Nationality

Players' agent licences are issued by the IHF. If there are applicants with two or multiple nationalities, the nationality most recently acquired will be used. The IHF reserves the right to

limit the number of licences issued to agents coming from one National Federation. The criteria that shall be taken into consideration when fixing such a quota are the number of registered clubs and the number of players within this National Federation.



ARTICLE 3

III. Pre-Requisites

1. The applicant has to submit a written application for a players' agent licence to the IHF.
2. The applicant must be a natural person with an impeccable reputation.
3. An applicant has an impeccable reputation if he has no criminal sentence for a financial or violent crime.
4. An applicant shall never hold any kind of position within a Continental Confederation, a National Federation, a league, a club or any organisation connected with such organisations and entities.
5. When applying, an applicant agrees to comply with the statutes, regulations, directives and decisions of the competent bodies as well as of the relevant Continental Confederations and National Federations.
6. The applicant has to submit all the relevant documents to the IHF and request an assessment of whether his application fulfils the relevant conditions. If the conditions are fulfilled, the IHF shall instruct the applicant to continue with the licensing procedure. If the conditions are not fulfilled and the licence is declined, the applicant may apply again for a licence when he is able to fulfil the conditions for applying.
7. The IHF may hold assessments once a year in December. The exact dates shall be determined by the IHF.
8. The assessments shall be set as a multiple-choice test. The applicant shall be considered to have passed the assessment if he attains the mark set by the IHF.



ARTICLE 4

IV. Assessment Procedures

1. Knowledge of the current handball regulations, especially in connection with transfers (the Statutes and Regulations of the IHF, the Continental Confederations and the National

Federation in the country of the applicant) and knowledge of civil law of the applicant's country.

2. Each assessment shall consist of thirty questions, on IHF Statutes and Regulations, international regulations and national regulations. The applicants shall have 60 minutes for the assessment. Each correct answer will correspond to one point.
3. An applicant who fails to attain the minimum mark can apply to retake the assessment on the next available date.
4. If an applicant fails to attain the minimum mark at the second attempt, he may not retake the assessment until the next calendar year has elapsed.
5. Any applicant who fails to attain the minimum mark at the third attempt may not take the assessment again for another two years.



ARTICLE 5

V. Insurance

1. If the applicant passes the written assessment, the IHF shall request him to conclude professional liability insurance in his own name with a reputable insurance company, preferably in his country. The insurance shall also cover any damages that may incur after the termination of the players' agent's activity but that were caused by such activity.
2. The applicant may provide a bank guarantee from a Swiss bank account for a minimum amount of CHF 10,000.
3. The bank guarantee shall be issued by a Swiss bank and come with an irrevocable statement that the guaranteed amount shall be paid out unconditionally if a judgment is passed by a court.



ARTICLE 6

VI. Issuing the Licence

1. If all of the conditions for issuing a players' agent licence are satisfied, including the signing of the Code of Professional Conduct and the conclusion of a professional liability insurance or bank guarantee (where applicable), the IHF shall issue the licence.
2. The licence is strictly personal and non-transferable.

3. It allows the players' agent to conduct his work in organised handball on a worldwide basis, with due respect to the laws applicable in the territory of the National Federation.



ARTICLE 7

VII. Termination of the Licence

1. A licence is terminated when it is withdrawn because the players' agent no longer fulfils the relevant conditions, returned as a result of the termination of the activity or as a result of a sanction.
2. If a players' agent no longer fulfils the conditions for holding a licence, the IHF shall withdraw his licence.
3. If the unfulfilled conditions can be remedied, the IHF shall set the players' agent a reasonable time limit in which to satisfy the relevant requirements.
4. If, at the expiry of such a time limit, the requirements are still not satisfied, the licence shall be definitively withdrawn.



ARTICLE 8

VIII. Validity of the Licence

1. The licence expires five years after its date of issue.
2. The players' agent shall send a written application to the IHF to repeat the assessment within six months before the date on which his licence is due to expire.
3. If the players' agent meets the deadline set out in paragraph 2 above, his licence will remain valid until the date of the next possible assessment.
4. If the players' agent fails this assessment, his licence will be automatically suspended until he passes it.
5. The players' agent may retake the assessment at the next possible session. The assessment can be retaken an indefinite number of times.



ARTICLE 9

IX. Termination of Activity

1. Any players' agent who decides to terminate his activity has to return his licence to the IHF. If the players' agent fails to do so it will result in the cancellation of the licence and publication of this decision.
2. The IHF shall publish the names of those players' agents who have terminated their activity.



ARTICLE 10

X. Concluding a Contract

1. A players' agent shall be permitted to represent a player or a club only if he concludes a written contract of representation with that player or club.
2. If the player is underage, the legal guardian(s) of the player shall also sign the contract of representation in compliance with the national law of the country in which the player is resident. However, a player's agent cannot legally conclude a contract of representation with a player under the age of 15, even if such contract is signed by the legal guardian(s) of the player.
3. The contract of representation shall be valid for a maximum period of two years. It can be extended for another maximum period of two years with a new written agreement and may not be prolonged by implication.
4. The contract of representation shall clearly state who is responsible for paying the players' agent and in what way. Any laws applicable in the territory of the federation shall be taken into account.
5. Payment shall be made only by the client of the players' agent directly to the players' agent.



ARTICLE 11

XI. Contract Details

1. The IHF shall formulate a standard contract of representation.
2. Such a contract of representation must contain the following minimum details: the names of the parties; the duration and the remuneration due to the players' agent; the general terms of payment; the date of completion and the signature of the parties.
3. The contract of representation shall be issued in four originals which shall be signed by both parties. The player or the club shall keep the first copy and the players' agent the second.
4. For registration purposes, the players' agent is advised to send the third copy to the National Federation to which the player or the club belongs and the fourth copy to the IHF within 30 days of the contract having been signed.
5. A players' agent is forbidden from having a contract of representation, a cooperation agreement or shared interests with one of the other parties or with one of the other parties' players' agents involved in the player's transfer or in the completion of the employment contract.
6. Every player's agent shall ensure that his name, signature and the name of his client appear in every contract resulting from transactions in which he is involved.



ARTICLE 12

XII. Remuneration

1. The players' agent and the player shall decide in advance whether the player shall remunerate the players' agent with a lump sum payment at the start of the employment contract that the players' agent has negotiated for the player or whether he shall pay annual instalments at the end of each contractual year.
2. If the players' agent and the player do not decide on a lump sum payment and the player's employment contract negotiated by the players' agent on his behalf lasts longer than the contract of representation between the players' agent and the player, the players' agent is entitled to an annual remuneration even after the expiry of the contract of representation.

This claim lasts until the relevant player's employment contract expires or the player signs a new employment contract without the involvement of the same players' agent.

3. If the players' agent and the player cannot reach an agreement on the amount of remuneration or if the contract of representation does not provide for such a remuneration, the players' agent is entitled to receive a payment of compensation amounting to three per cent of the basic income described in paragraph 1 above which the player is due to receive from the employment contract negotiated or renegotiated by the players' agent on his behalf.
4. A players' agent who has been contracted by a club shall be remunerated for his services by payment of a lump sum that has been agreed upon in advance.
5. No compensation payment, including transfer compensation, training compensation or solidarity contribution, that is payable in connection with a player's transfer between clubs, may be paid in full or part, by the debtor (club) to the players' agent, not even to clear an amount owed to the players' agent by the club by which he was engaged in its capacity as a creditor. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player.
6. Within the scope of a player's transfer, players' agents are forbidden from receiving any remuneration other than in the cases stipulated in the present regulations.



ARTICLE 13

XIII. Rights of Licensed Players' Agents

Licensed players' agents have the following rights.

1. To contact every player who is not, or no longer, under an exclusive contract of representation with another players' agent.
2. To represent the interests of any player or club that requests him to negotiate or renegotiate contracts on his/its behalf.
3. To take care of the interests of any player who requests him to do so.
4. To take care of the interests of any club that requests him to do so.



ARTICLE 14

XIV. General Conditions

1. It is forbidden for players' agents to approach any player who is under contract with a club unless explicitly permitted by his present club, with the aim of persuading him to terminate his contract prematurely or to violate any obligations stipulated in the employment contract. Unless established to the contrary, it shall be presumed that any players' agent who is involved in a contractual breach committed by the player without just cause has induced such breach of contract.
2. Players' agents shall respect and adhere to the Statutes, Regulations, directives and decisions of the competent bodies of the IHF, the Continental Confederations and the National Federations, as well as the laws governing job placement applicable in the territory of the National Federations.
3. Players' agents shall adhere to the principles described in the Code of Professional Conduct.
4. A player may only engage the services of a licensed players' agent to represent him in the negotiation or renegotiation of an employment contract.
5. A player is compelled to work only with licensed players' agents, if he himself does not negotiate directly with clubs. It is the player's duty to verify the proper license of a players' agent before signing the relevant contract of representation.



ARTICLE 15

XV. Sanctions

15.1. General Conditions

1. Sanctions may be imposed on any players' agent, player, club or National Federation that violates these regulations, their annexes or the Statutes or other Regulations of the IHF, the Continental Confederations or the National Federations.
2. In domestic transactions, the relevant National Federation is responsible for imposing sanctions. This responsibility, however, does not exclude the IHF Arbitration Commission to

impose sanctions on a players' agent involved in a domestic transfer as well as in international transactions. The IHF Arbitration Commission is responsible for imposing sanctions in accordance with the IHF Regulations concerning Penalties and Fines.

3. If any uncertainty or dispute arises regarding competence, the IHF Arbitration Commission shall decide who is responsible for imposing sanctions.
4. Sanction proceedings shall be initiated by the IHF, either on its own initiative or upon request.

15.2. Sanctions on Players' Agents

1. The following sanctions may be imposed on players' agents for violation of these regulations and their annexes in accordance with the IHF Regulations concerning Penalties and Fines:
 - a. a reprimand or a warning;
 - b. a fine of at least CHF 5,000;
 - c. a suspension of licence for up to 12 months;
 - d. a licence withdrawal;
 - e. a ban on taking part in any handball-related activity.

These sanctions may be imposed separately or in combination.

2. In particular, the licence shall be withdrawn if the players' agent repeatedly or seriously infringes the Statutes and Regulations of the IHF, the Continental Confederations or the National Federations.

15.3. Sanctions on Players

The following sanctions may be imposed on players for violation of these regulations and their annexes in accordance with the IHF Regulations concerning Penalties and Fines.

- a. a reprimand or a warning;
- b. a fine of at least CHF 5,000;
- c. a match suspension;
- d. a ban on taking part in any handball-related activity.

These sanctions may be imposed separately or in combination.

15.4. Sanctions on Clubs

The following sanctions may be imposed on clubs for violation of these regulations and their annexes in accordance with the IHF Regulations concerning Penalties and Fines:

- a. a reprimand or a warning;
- b. a fine of at least CHF 5,000;
- c. a transfer ban.

These sanctions may be imposed separately or in combination.

15.5. Sanctions on Federations

The following sanctions may be imposed on federations for violation of these regulations and their annexes in accordance with the IHF Regulations concerning Penalties and Fines:

- a. a reprimand or a warning;
- b. a fine of at least CHF 5,000;
- c. Exclusion from a competition.



ARTICLE 16

XVI. Official Languages

In the case of any discrepancy in the interpretation of the English, French or German texts of these regulations, the English text shall prevail.



ARTICLE 17

XVII. Force Majeure

Matters not provided for in these regulations and cases of *force majeure* shall be handled by the IHF Council, whose decisions are final.

Annexe 1

Code of Professional Conduct

1. The players' agent has to lead his activities conscientiously and behave respectfully in his activities and other business practices and appropriate to his profession.
2. The players' agent agrees without condition to comply with the statutes, regulations, directives and decisions of the competent bodies of the IHF, Continental Confederations and the National Federations concerned.
3. The players' agent stays truthful, clear and objective in his dealings with his clients, negotiating partners and other parties.
4. The players' agent shall protect the interests of his client in compliance with the law and with a sense of fairness, while creating clear legal relations.
5. The players' agent shall, without exception, respect the rights of his negotiating partners and third parties. In particular, he shall respect the contractual relations of his professional colleagues and shall refrain from any action that could entice clients away from other parties.
6. The players' agent shall conduct a minimum of bookkeeping on his business activity. In particular, he shall ensure that he can provide evidence of his activity at any time by means of documents and other records.
7. He shall keep all of the books conscientiously and detail his business activity faithfully in other records.
8. At the request of any authorities conducting an investigation into disciplinary cases and other disputes, the players' agent is required to produce books and records directly connected with the case in point.
9. Upon demand of his client the players' agent has to produce an invoice showing his fees, expenses and any other charges.

As stipulated in the Statutes, the players' agent may not take a dispute to ordinary courts of law but is required to submit any claim to the jurisdiction of the IHF.

With his signature, the players' agent accepts the above.

Place and date:

The players' agent:

For the IHF:

(stamp and signature)

Annexe 2

Insurance Policy and Bank Guarantee

1. The amount covered by the insurance policy shall be fixed on the basis of the players' agent's turnover. The amount shall in any case not be less than CHF 50,000.

2. The professional liability insurance policy shall also cover claims made after expiry of the policy for events that occurred during the period of the policy.

The players' agent is required to renew the insurance policy upon its expiry and automatically send the relevant documents to the federation concerned.

3. The IHF only has access to the bank guarantee. The bank guarantee has the same purpose as that of the professional liability insurance.

4. The amount of the guarantee (minimum CHF 10,000.-) does not represent the maximum amount which may be due to any party claiming damages.

5. The players' agent may not cancel his professional liability insurance policy until he has terminated his activities.

Annexe 3

Standard Contract of Representation

The parties

.....
(Players' agent's first name, surname, exact address and name of company, if applicable)
(hereinafter: the players' agent)

And

.....
(Player's first name (and nickname, if applicable), surname, exact address and date of birth or club's name and exact address)
(hereinafter: the client)

have agreed to conclude a contract of representation

as follows:

1) DURATION

- ✚ This contract shall be valid for..... (no. of months, maximum 24)
- ✚ It shall take effect on..... and terminate on.....
(exact date) (exact date)

2) REMUNERATION

Only the client may remunerate the players' agent for the work he has accomplished.

a) Player as client

The players' agent shall receive commission amounting to % of the annual gross basic salary due to the player as a result of employment contracts negotiated or renegotiated by the players' agent, payable as follows:

- A lump sum payment at the start of the employment contract:
- Annual payments at the end of each contractual year: (mark as appropriate)

b) Club as client

The players' agent shall receive commission amounting to..... in one lump sum.
(exact amount and currency)

3) EXCLUSIVITY

The parties agree that the placement rights be transferred to the players' agent.

exclusively: non-exclusively:

(mark as appropriate)

4) OTHER AGREEMENTS

Any other special arrangements that comply with the principles contained in the Players' Agents Regulations shall be enclosed in this contract and deposited with the relevant federation.

5) MANDATORY LEGISLATION

The parties agree to adhere to the statutes, regulations, directives and decisions of the competent bodies of the Continental Confederations and the relevant National Federations, as well as public law provisions governing job placement and other laws applicable in the territory of the National Federation, as well as international law and applicable treaties.

The parties agree to submit any claim to the jurisdiction of the federation. Recourse to ordinary courts is prohibited unless specifically provided for in the regulations.

6) FINAL NOTES

This contract has been signed in fourfold and the copies have been distributed as follows.

1. Federation where the players' agent is registered.
..... (exact name)

2. Federation where the client is registered.
..... (exact name)

3. Players' agent
..... (exact name)

4. Client
..... (exact name)

Place and date:

Players' agent:

.....

(signature)

Client:

.....

(signature)

Confirmation of receipt of contract.

Place and date:

The players' agent's National Federation:

.....

(stamp and signature)

The client's National Federation:

.....

(stamp and signature)

International Handball Federation

.....

(stamp and signature)