

# SECTION IV

## REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS

**Coming into force: 9<sup>th</sup> June 2015**

**Amendments:**

**Council: 25.06.2015; 03.02.2016; 04.08.2016; 25.04.2017; 30.05.2017; 02.11.2017; 26.06.2018; 26.09.2018; 08.06.2020; 07.07.2020; 17-12-2020**

**ExBo: 17.05.2022; 30.06.2022; 28.06.2023; 04.09.2023; 28.05.2024; 09.07.2024; 24.09.2024**

### **I N D E X**

- Regulations on the Status and Transfer of Players
- Annex I – Release of Players with the National Team
- Annex II - Training Compensation
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## REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS

### 1. THE STATUS OF THE PLAYER

1.1 Players participating in organised football have either a professional or amateur status.

*Amended:  
08-06-20*

1.2 A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

A professional player may be either a full-time professional player or a part-time professional player.

1.2.1 A full-time professional player is one whose only or principal occupation is that of training and/or playing football for a Member Club and who is remunerated by means of salaries and bonuses by such Member Club and pays income tax and national insurance contributions according to a full-time professional player's employment contract signed between the player and the Member Club. Such player shall have no right to receive from his Club or from the Association any remuneration or other compensation other than that stipulated in the contract between him and the Club.

The full-time professional player is available to render his service to his Club and/or the National Team, either in Malta or abroad.

1.2.2 A part-time professional player is a professional player who does not fall within the definition of a full-time professional player and thus his obligation to pay income tax, to render his services to his Club and/or the National Team by training and/or playing football, is on a part-time basis.

1.3 An amateur player is one who has not received any remuneration other than the actual expenses incurred during the course of his participation in any activity connected with association football.

### 2. THE PROFESSIONAL PLAYER

#### 2.1 **The Registration of Professional Players**

2.1.1 Only Member Clubs that have either a professional or semi-professional licence shall be allowed to have registered with them professional players.

*Amended:  
26-06-18*

2.1.2 A professional player shall be registered with a Member Club as required by Article 80 of the Association Statute provided that he had registered as a player with the Association in accordance with Article 79 of the Statute of the Association. Such registration shall be effected as stipulated in Annex VI of these Regulations.

2.1.3 The registration form of a professional player, duly filled in and accompanied by the written contract between him and his Club and all other necessary documents and requirements, shall be filed with the Secretariat of the Association within fourteen (14) days of the player's signature.

*Amended:  
08-06-20*

The registration of a professional must be submitted together with a copy of the player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

2.1.4 (a) In the case that the Association deems that the registration of a professional player is not in accordance with the rules and regulations of the Association it shall notify the Club concerned.

(b) If in the opinion of the Association the registration contains defects that cannot be remedied, then the registration shall be deemed invalid and the Club concerned shall be notified in writing accordingly.

(c) If in the opinion of the Association the registration contains defects that can be remedied without the need of filing a new registration or if the registration is not accompanied by the necessary documents that however, in the opinion of the Association, may be produced without the necessity to file a new registration, the Club concerned shall be notified in writing accordingly. In such a case, it will be the responsibility of the Club registering the player to take all those steps which are necessary so that this registration may be deemed valid. However, in the meantime, such a registration shall be deemed

invalid and shall remain invalid until the Association informs in writing the Club concerned that the defects had been remedied and/or that the necessary documents had been produced and confirming that the registration is henceforth deemed valid.

- (d) Both in the case mentioned in sub-clause (b) above and in the case mentioned in sub-clause (c) above if the necessary steps needed to be taken are not taken within five (5) days of the notification to the Club, the Association shall cancel such registration. In the case that the Association cancels a registration, the cancelled registration shall not be subject to remedial action.

2.1.5 A player shall not be registered as a professional player prior to his sixteenth (16<sup>th</sup>) birthday.

*Amended:  
08-06-20*

2.1.6 (a) The registration of professional players with the Association may only be made during transfer windows as envisaged by Article 4.4 of these Regulations.

- (b) In the case of registration of professional players with the Association, which players are registered with a foreign association, the Association shall accept the registration of such players, following the end of the relative transfer window, provided that the Association is satisfied that all required data in the FIFA Transfer Matching System has been correctly entered and the request for the International Transfer Certificate by the Association is made to the relative releasing football association prior to the end of the transfer windows as envisaged by sub-article (a) above. When such a process is deemed to be complete by the Association, in the timeframe stated by this sub-article, the Association shall register the professional player with the new Member Club upon the receipt of the International Transfer Certificate from the releasing Association, even if such International Transfer Certificate is received by the Association following the end of the transfer windows.

2.1.7 (a) The Association shall keep a Register containing the names of professional players. The format and contents of this Register shall be established by the General Secretary.

- (b) The Register shall be available for inspection upon demand by any Member Club, Member Association and professional players. The Association may fix a fee to be paid for such inspection and may make the necessary regulations regarding the method of inspection.

2.1.8 The application of the provisions of this Article shall be subject to the Competition Rules of the Association and to those other rules and regulations which the Executive Board may make with regards to the number of players and the nationality and/or residence of players which a Club may have registered with it.

*Amended:  
08-06-20*

2.1.9 The General Secretary shall have the power to cancel the registration of a professional player either conditionally or without any condition if upon the application of the Club or the player a good and just cause is proven.

## **2.2 The Professional Player's Contract**

2.2.1 Member Clubs must have a written professional player's contract with each of their professional players. Such an agreement must be dated and must be signed by the Club's representatives, as specified in Article 4.11 of these regulations, and by the player.

2.2.2 A professional player's contract between a Club and a professional player must under pain of nullity include the following:

(a) the date in which the contract is signed by all parties;

(b) the date in which the contract is to come into force;

*Amended:  
25-04-17*

(c) the details of the parties signing the contract which shall include, on the one hand, the name of the Club, the address of the Club, and the names and surnames of the three (3) Club committee members signing the agreement, and their respective position within the Club, and on the other hand, the name and surname of the player, his date of birth, passport number or Maltese identity card number, and the address of the player;

*Amended:  
08-06-20  
04-09-23*

(d) the definite term of the contract. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five seasons including the season in which the contract is signed. Players under

the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised;

(e) a declaration stating whether the status of the player is that of a full-time professional player or part-time professional player;

*Amended:  
25-04-17*

(f) the annual gross salary payable to the player, which shall not be below the minimum allowed by these regulations, the method of payment, and a declaration stating that the salary shall be paid in arrears at the end of each month;

(g) any signing on fee, bonuses or other allowances, both of a monetary value and/or in kind;

(h) a clause stating that the player shall have the obligation not to be found guilty of any offence relating to doping, the manipulation of football matches and that the player shall not engage in betting on competitions, both domestic and international, in which he is involved;

(i) the annual leave to be granted to the player according to Maltese law;

*Amended:  
25-04-17*

(j) a declaration stating that the Club has explained, and the player has understood, the Club's disciplinary regulations in regards to players and the sanctions that may be inflicted on the player for the breach of such regulations. A copy of such Club disciplinary regulations shall be included as an annex to the contract and signed by the Player and the Club;

(k) a declaration stating that both the Club and the player accept that a contract may be terminated either by written agreement between both parties, or unilaterally for a just cause or sporting just cause according to FIFA or the Association's regulations;

*Amended:  
25-04-17*

(l) a declaration stating that both the Club and the Player shall commit themselves to act against racism and other discriminatory acts in football;

(m) a declaration stating that the player shall have the obligation to report to all training sessions, matches and other events of the Club in which his presence is required, unless the Club grants permission to the player not to report to such training sessions, matches or other events of the Club;

(n) a declaration stating the expected behaviour of the player by the Club during the term of the contract;

*Amended:  
04-09-23*

(o) a declaration as to whether any intermediaries have been involved in the negotiations of the contract. If intermediaries are involved in the negotiations of the contract their name and surname, passport number or Maltese identity card number, address, their client, their FIFA licence number and their signature are to be included in the contract, including the remuneration due to them for services provided in the negotiation of such contract;

(p) a declaration stating that any alteration to the contract shall be made in writing and in agreement between the parties, and that such alteration shall be filed by the Club to the Association within fourteen (14) days from the signing of such instrument;

*Amended:  
08-06-20*

(q) a declaration stating that all parties to the contract are submitting themselves to the Statute and regulations of the Association and of FIFA, and that all disputes relating to such contract shall be submitted to the competent board of the Association,

(r) a declaration stating that the contract is being signed in triplicate original, and that an original shall be kept by the Club, another original shall be kept by the player, and the other original shall be filed with the Association by the Club within fourteen (14) days from the signing of the contract;

(s) the initials of all parties on each page of the contract, and the signatures of all parties on the last page of the contract;

*Introduced:  
25-04-17*

(t) a declaration stating that the contract being signed is the only one that governs the rights and duties between the Player and the Club and that there shall be no further contract regulating the employment relationship between the Player and the Club;

*Introduced:  
25-04-17*

- (u) a declaration stating how the exploitation of the Players's image rights shall be regulated. Unless agreed otherwise, the Player may exploit his individual rights if these do not conflict with the Club's sponsors and/or partners, whilst the Club may exploit the Player's image rights as part of the whole squad.

*Introduced:  
28-05-24*

- (v) Where accommodation is to be provided by the club to the player, a declaration stating that the Club shall provide the Player with accommodation throughout the whole tenure of the contract which is in compliance with the applicable standards under national legislation.

### 2.2.3

- (a) A professional player's contract shall not come to an end prior to the end of a season;
- (b) The validity of a professional player's contract between a Club and a player may not be made conditional upon the positive results of a medical examination and/or upon the acquisition of a work permit. Thus, the prospective club of a player is required to make any necessary investigations, studies, tests and/or medical examinations or to take any other appropriate action before concluding the agreement as otherwise it may be liable to pay the full amount of remuneration due to the player.
- (c) No Club shall enter into an agreement which enables any other party to that agreement or any third party to acquire the ability to influence on employment or transfer related matters its independence, its policies or the performance of its teams.

*Amended:  
08-06-20*

No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.

- (d) The Control and Disciplinary Board of the Association and/or the FIFA Disciplinary Committee may impose disciplinary measures on Clubs and/or players that do not observe the obligations set out in this article.

*Amended:  
08-06-20*

- (e) (i) A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement. Neither the Club nor the player may unilaterally terminate or modify a valid contract between them.

(ii) A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.

(iii) Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

*Amended:  
08-06-20*

- (f) (i) The unilateral termination of a contract by a Club or by a player without just cause shall entitle the aggrieved party to seek compensation for breach of contract. Furthermore, in the case of a unilateral termination without just cause by a player, such player shall be subjected to sporting sanctions as envisaged in this sub-article.

(ii) Unless otherwise provided for in the contract, compensation for breach of contract in the case of unilateral termination by a player shall be calculated with due consideration for the specificity of football. Due consideration shall be given cumulatively to:

- the remuneration due to the player under the existing contract for the time remaining under the said contract. Full salary is to be considered for the remaining part of the first year remaining on the contract, and half the salary is to be considered for the rest of the contract.

If a new contract with another club is in place, the average between the terms of the existing and the new contract is to be taken in determining such remuneration.

- the fees and expenses paid or incurred by the former club to engage the player, amortised over the term of the contract.

- any training costs incurred by the club until the season in which the player turns twenty-one (21) years of age, determined according to Annex II. The computation, under Article 4(ii) of Annex II, shall be made on the basis of a training compensation

coefficient applicable to a paying club in the same division as that of the club in question.

(iii) It shall be presumed that any club signing a professional player who has terminated his contract without just cause has induced that professional to commit a breach.

The first Member Club that registers a player who breached his contract with his previous club shall be liable to pay to such previous club an amount of compensation equivalent, and in addition, to the compensation owed by the player as provided in the preceding sub-article.

Furthermore, the club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. Such ban cannot be suspended.

(iv) Unless otherwise provided for in the contract, compensation for breach of contract due by a club to a player shall be the full salary for the remaining part of the first year remaining on the contract, and half the salary for the rest of the contract.

(v) Entitlement to compensation cannot be assigned to a third party. If a professional player is required to pay compensation, the player and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.

(vi) The sporting sanction in case of unilateral breach of contract without just cause by a player shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including international competitions for clubs.

(g) Notwithstanding the above, the Complaints Board is entitled to terminate any contract between a Club and a player either conditionally or without any condition upon the application of the Club or the player provided that a good and just cause is proven to the satisfaction of the Complaints Board.

*Amended:  
04-09-23*

(h) The Club shall grant leave to a player according to Maltese law. However, without prejudice to Article 5.4.1, it is prohibited for a player to apply for days of leave in that period of the season in which the Club is participating in official competitions of the Association, UEFA or FIFA, as the case may be.

(i) In relation to sub-article 2.2.2(h) above, the Club and the player may agree to stipulate in the player's contract a sum of money which the player is to pay by way of pre-liquidated damages to the club, should the player be found guilty by a competent board of the Association of charges related to doping, manipulation of matches, and the betting by the player in competitions in which he is involved. Such an agreement is to be declared on the player's contract.

(j) A player's contract cannot be terminated for purposes related to an injury sustained by the player whilst rendering services to his Club. However, the Club and the player may agree to stipulate in the player's contract that in the case of a prolonged injury the Club may not pay any remuneration due to the player when the player does not provide services to the Club in excess of six (6) months. Remuneration to the player shall resume in the moment the player reports for the first time for training with the Club, even for personalised training sessions. Payment of the player's remuneration for the first six (6) months of his injury is obligatory.

*Introduced:  
25-04-17*

(k) A professional player has a right to a second opinion by an independent medical specialist if he contests the opinion of the Club's specialist in the case of an injury which could be deemed as one which could potentially jeopardise or significantly impact the Player's career as a footballer. If there are still differing opinions, the Player and the Club shall agree on accepting an independent third opinion, which will be binding.

*Introduced:  
08-06-20*

(l) If a professional enters into more than one contract covering the same period, the matter shall be referred by the General Secretary to the Control and Disciplinary Board, which shall apply the sanctions established in Article 2.2.3(f)(vi) above.

## 2.2.4 Adherence to dues

- 2.2.4.1 (a) A professional player shall be paid monthly by his Club not less than the current national gross minimum wage.
- (b) A part-time professional player shall be paid monthly by his Club not less than the current national minimum wage gross, applied pro-rata to the number of hours in which the player provides his services to the Club.
- (c) The Club and the player may agree to set dates in between which the player is to be paid his salary, bonuses and other allowances for services rendered during a season. However, the first date under which the player's remuneration is calculated shall not be after the first training session of the season, but the final date under which the player's remuneration is calculated may be the date in which the Club plays its last competitive match of the season.
- (d) The Association may further compensate such player as it may deem fit.
- (e) Any expenses incurred by the Club in the insurance, medical or otherwise, of such a player, and any expenses paid either directly by the Club or as reimbursement of medical expenses actually incurred by the player are not included in the remuneration mentioned in sub-articles (a) or (b) above.
- (f) A remuneration in an otherwise valid agreement between a Club and a player but which is lower than the minimum remuneration established in these regulations shall be increased by the Association to the minimum applicable remuneration established in these regulations.

*Repealed 08-06-2020*

- (h) If a Club unlawfully fails for two (2) consecutive months to pay to a full-time professional player, or four (4) consecutive months in the case of a part-time professional player, his monthly salaries on their due dates in accordance with the agreement between the Club and the player, the Complaints Board shall, at the request of such player, give a free release to such player, who shall be deemed to have a just cause to terminate his contract.

Provided that the Complaints Board shall not give a free release to the player if such player had not issued his Club with a notice in writing, giving the Club a period of fifteen (15) days to fully comply with its financial obligations, failing which the player will file a complaint to the Complaints Board requesting a free release.

For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination referred to above.

- (i) Disciplinary fines, whether imposed by the Association or by the Club, may be deducted from the remuneration.
- (j) Players must sign a receipt for all monies received by them in connection with their activity in association football. Failure to abide by this provision is an offence and shall be dealt with by the Control and Disciplinary Board of the Association in accordance with the rules and regulations of the Association.
- (k) All payments to players shall be made by means of a cheque, or by such method of payment that can be traceable in full.
- (l) All payments to players shall be recorded in the accounting records of the Club.
- (m) The Club and those Committee Members who act against these provisions shall be guilty of an offence.
- (n) The remuneration mentioned in this sub-article does not include payments for loss of wages derived from the player's normal occupation and which he may claim for having rendered services to his Club as a player in hours during which he is normally attending to his principal occupation.

*Amended:  
08-06-20*

Introduced:  
08-06-20

(o) Contractual clauses granting the club additional time to pay the professional player amounts that have fallen due under the terms of the contract (so-called “grace periods”) shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

2.2.4.2 Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned by the Complaints board, at the request of the creditor, as follows:

- i. A warning
- ii. A reprimand
- iii. A fine
- iv. A prohibition on registering new players, either nationally or internationally for one (1) or two (2) entire and consecutive transfer windows.

These sanctions may be applied cumulatively. A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty.

The execution of the registration ban in accordance with paragraph 2.2.4.2(iv) above may be suspended. By suspending the execution of a registration ban, the Complaints Board shall subject the sanctioned club to a probationary period ranging from six (6) months to two years.

If the club benefiting from a suspended registration ban commits another infringement during the probationary period, the suspension is automatically revoked and the registration ban executed; it is added to the sanction pronounced for the new infringement.

The terms of the present article are without prejudice to the application of further measures in accordance with article 2.2.3(f) in the event of unilateral termination of the contractual relationship.

2.2.4.3 In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten (10) days from the date such remuneration would have become due asking the debtor club to comply with its financial obligation(s), and notwithstanding such notice the remuneration is still due.

Amended:  
26-06-18

- 2.2.5 (a) In the case of a first contract between a Club and a player, an authentic copy of such a contract between the Club and the player must be filed with the Association together with the registration of the player as a professional player with such Club by the Club registering the player. The Association shall inform in writing the player concerned of the receipt of such a contract and registration.
- (b) In the case of any subsequent contract or a modification to a contract entered into between the Club and the player, such a contract or modification must be in writing. An authentic copy of such contract or modification must be filed with the Association by the Club concerned within fourteen (14) days of its signing. The Association shall inform in writing the player concerned of the receipt of such a subsequent contract or modification.
- (c) In the case of a mutual termination of a contract, such termination must be in writing. An authentic copy of such termination must be filed with the Association by the Club within fourteen (14) days of its signing. The Association shall inform in writing the player concerned of the receipt of such termination.
- (d) The Association shall not recognise any such instrument unless the provisions of this rule have been complied with by the Club, or in the case of the non-filing of such an instrument by the Club, unless a complaint is filed by the player as stipulated hereunder or unless the permission of the Association to file a late copy with the Association has been obtained by the Club. In the latter case, the player shall be informed by the Association in writing of its decision and shall inform the player of the

filing of such an instrument if such an instrument is actually filed with the Association.

- (e) The failure of a Club to file with the Association an authentic copy of a first contract or any subsequent contract or a mutual modification of a contract or a mutual termination of a contract between such Club and a player within fourteen days of the signing of such an instrument shall be deemed to be a serious offence. A Club which is found guilty of the offence of having failed to file a copy at all shall be punished with a minimum fine of two hundred and fifty euro (€250), whilst a Club which is found guilty of having filed an unauthentic copy shall be punished with a minimum fine of seven hundred euro (€700).

- 2.2.6
- (a) When a copy of a contract, a modification of a contract or a termination of a contract between a Club and a player has been filed with the Association, the player concerned shall have the right to ask the Association for an official copy of such an instrument and the Association shall provide him with such a copy after the payment by the player of such fee as may be established by the Association.
  - (b) If the player deems that the copy of the instrument filed by the Club with the Association is not an authentic copy of the instrument signed by him, or in the case that the Club had failed to file an authentic copy at all of such an instrument, the player concerned shall have the right to lodge a complaint with the Association. Such a complaint shall only be valid if it is in writing, is filed with the Association within thirty (30) days of the signing of the contract between him and the Club or in the case of a non-filing of a contract after the Association had given its approval to a Club to file a late copy, within thirty (30) days of the decision of the Association to allow a such Club to file a late copy, as the case may be, and is accompanied by a fee of twenty-five euro (€25).
  - (c) Any such complaint shall be dealt with by the Complaints Board of the Association. If the Board finds that the complaint is justified it shall, order the Club to provide it with an authentic copy of the instrument signed between the Club and the player within such time-limit as may be decided upon by the Board, order the refund of the fee to the player and refer the matter to the General Secretary for any disciplinary action which the General Secretary may deem necessary to be taken. If the General Secretary deems that disciplinary action needs be taken against the Club for having filed an unauthentic copy of the instrument or for having failed to file at all an authentic copy of such an instrument it shall refer the case to the Control and Disciplinary Board of the Association for any disciplinary measures it may take in accordance with the rules and regulations of the Association.
  - (d) If the Club fails to provide the Complaints Board with an authentic copy of the instrument within such time-limit as established by the Board, the Board shall ask the player to provide it with an authentic copy of the instrument within such time-limit as may be decided upon by the Board.
  - (e) If the Complaints Board is satisfied that the copy of the instrument provided by the Club or by the player, as the case may be, is an authentic copy, it shall order the Association to replace the original copy filed with the Association with such other copy as the Board deems to be authentic or to file such a copy if no such copy had been filed at all. Such an order shall be without prejudice to the validity of such an instrument or any other shortcomings which the instrument may contain in accordance with the other rules and regulations of the Association.
  - (f) If both the Club and the player fail to provide an authentic copy of such an instrument within the established time-limits, the Board shall declare the cancellation of the instrument, if an instrument had been filed, and to take those other possible measures which it may take with regards to the registration of the player including that of referring the matter to the Control and Disciplinary Board of the Association for any disciplinary measures it may take in accordance with the rules and regulations of the Association.
  - (g) If the Board does not accept the complaint of the player, the fee shall be forfeited in favour of the Association.
  - (h) In the case that an instrument had been filed by the Club, both in the case that the player concerned had failed to lodge a complaint with the Association in the manner and within the time-limits mentioned in sub-clause (b) above, even in the case that the Association had failed to inform the player that a copy of an instrument signed by him had been filed by the Club with the Association or had failed to inform the player of the Association's decision to file a late copy, and in the case that the Board rejects the complaint of the player with regards to the authenticity of the copy of the

instrument, the copy of the instrument filed by the Club with the Association shall be deemed for all intents and purposes to be an authentic copy of the instrument signed between the Club and the player and its authenticity may not be further questioned.

- (i) Agreements, modification of agreements and termination of contracts between clubs and players filed with the Association or copies thereof shall be made accessible to the parties to the contract and to those bodies of the Association dealing with such matters as would necessitate the accessibility to such an instrument or instruments and to such other persons and/or public authorities as may be required by law.
  - (j) In the event that the Association deems that a contract or a modification of a contract or a termination of a contract between a Club and a professional player does not comply with the rules and regulations of the Association, it shall declare such agreement or modification or termination invalid.
  - (k) Both in the case of the cancellation of a contract and in the case that an instrument is declared invalid by the Association it shall be in the discretion of the Association as to whether to cancel also the registration of the player with the Club and this either conditionally or without any condition.
- 2.2.7
- (a) A player has the right to complain to the Association against any decision, which his Club may take against him on matters concerning his contract.
  - (b) Such complaint shall be made in writing, shall be filed with the Association within seven (7) days of the receipt by the player and by the Association of the Club's decision in writing and must be accompanied by a fee of twenty-five euro (€25). In the case that the notification of the Club's decision reaches the player and the Association on different dates, the period of seven (7) days shall start to run from the date of the receipt of the last of these notifications.
  - (c) Such complaint shall be dealt with by the Complaints Board in accordance with the rules established in the Association's Statute. It shall be in the discretion of the Board as to whether the fee shall be retained by the Association or refunded to the player.

### **2.3 Change of Status of the Professional Player**

- 2.3.1 A Club which in an agreement signed with a player defines the player as a full-time professional player but which player subsequently in practice changes his status to a part-time professional player shall, within fourteen (14) days of such change, inform the Association in writing accordingly. On its part, the Association shall as soon as practicably possible, inform the player of such an advised change.
- 2.3.2 A Club which falsely defines the actual status of a professional shall be guilty of an offence.
- 2.3.3 A Club which fails to inform the Association about the change in status of a player from a full-time professional to a part-time professional within the prescribed period shall be guilty of an offence unless it appears that such failure was due to a genuine mistake.
- 2.3.4 In cases of conflict as to the real status of a player, the decision as to the real status of the player shall be taken by the Player Status Board. Such an inquiry shall be held at the request of the Club with which the player is registered, or the player himself or the Association's Executive Board.

### **2.4 Teams for whom a Professional Player may play**

- 2.4.1 A professional player may play for a Member Club only if he is duly registered with such Club in accordance with the rules and regulations of the Association, is not serving a suspension barring him from playing and is otherwise eligible to play in accordance with the other rules and regulations of the Association.
- 2.4.2 A full-time professional player shall be eligible to play:
  - (a) for that Member Club for which he is registered; and
  - (b) for a National Team of the Association.
- 2.4.3 A part-time professional player shall be eligible to play:

- (a) for that Member Club for which he is registered;
  - (b) for a National Team of the Association; and
  - (c) for the team of his place of work, college or university provided he is not a current member of the National A Team and/or the National Under 21 Team and/or the National Under 19 Team of the Association unless the President or the General Secretary of the Association gives his consent in writing.
- 2.4.4
- (a) In case that the Member Club of the part-time professional player is involved in a match to be held on the same day or during the five (5) days following the day of a match which the team of his place of work, college or university is playing, such player may not play for such team unless the President or Secretary of his Member Club gives him the Club's consent in writing.
  - (b) In order that the Member Club's consent entitles such player to play for that team, such player must deliver the written consent to the Member Association concerned and shall send a copy of such consent to the Association prior to the match.
  - (c) If a player infringes the conditions of this rule the Member Association concerned shall, within ten (10) days from the date on which the infringement has been brought to its attention by the Association, suspend the player for twelve (12) consecutive months and punish its Club/Team with suspension, or loss of points, or a fine, or with all these punishments together. In case that the same Club/Team commits the same infringement within the same season, the Member Association concerned shall suspend such Club/Team for the rest of the season.
  - (d) It shall be an offence if a Member Association fails to observe strictly the provisions of this rule or in any way allows or encourages its Clubs/teams to refrain from reporting transgressions of this rule.
  - (e) All Member Associations must ensure that the relevant provisions of this Rule are formally adopted to form part of their Statute. Moreover, they shall refrain from adding any rule that in any way is in conflict with the provisions of this rule.

## **2.5 Professional players serving a period suspension imposed by the Association**

- 2.5.1 Professional players who are serving a period of suspension imposed by the Association shall not receive any remuneration or other monies from their Club without the prior permission of the Executive Board.
- 2.5.2 Professional players who are serving a period of suspension imposed upon them by the Association, subject to the terms and conditions of their suspension, may enter into a new contract with their Club. However, such players may not enter into an agreement with another Member Club unless they have obtained the prior approval of the Executive Board.
- 2.5.3 In the case of the international transfer of a professional player serving a period suspension imposed by the Association or by FIFA, the rules and regulations of FIFA shall apply.

## **2.6 A professional player may not be interfered with**

- 2.6.1 A professional player who is still under a contract with a Club, may not be approached, either directly or indirectly, by any other Club or by any intermediary, with a view to induce him to leave his Club, without the prior consent in writing of the Club of the player. Transgression of this rule shall be deemed to be a serious offence and shall be dealt with by the Control and Disciplinary Committee of the Association in accordance with the rules and regulations of the Association.
- 2.6.2 Without prejudice to Article 2.2.5, a club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional player shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to disciplinary sanctions.

*Amended:  
25-04-17,  
08-06-20*

A Member Club which concludes a contract with a professional player whose contract with another Member Club is due to expire in less than six months, as provided in the preceding paragraph, shall have the obligation to file such contract with the Association within 14 (fourteen) days of the player's the signature. The registration of the professional player in question in the following season, following the expiry of the player's former contract, shall

be obligatory on both the new Member Club and the player, unless agreed otherwise through mutual consent. Failure by any party to comply with the obligation to register shall constitute a unilateral breach of contract.

## **2.7 Definitive transfer and transfer on loan of professional players**

- Amended:  
08-06-20*
- 2.7.1 (a) A professional player may, during the period of his agreement with his Club, be transferred definitively or transferred on loan to another Club, provided that the player assents to such a transfer and provided that in the case of a transfer on loan a written agreement is entered into between the Clubs concerned in such a transfer and the player. Furthermore, both in the case of a definitive transfer and in the case of a transfer on loan the official registration form must be duly filled in and filed with the Association within fourteen (14) days of the player's signature.
- (b) Such transfers may only take place during one of the registration periods mentioned in Article 4.4 of these regulations.

- Amended:  
08-06-20  
17-05-22*
- 2.7.2 (a) A transfer on loan is subject to the same rules as apply to the definitive transfer of players. The period during which a player is on loan shall be included in the period for which a player is under contract with the Club transferring the player on loan. However, the contract between the Club transferring the player on loan and the player shall be held in abeyance during the loan period and shall be re-activated at the expiry of the transfer on loan period, unless in the meantime such an agreement would have expired or would have been mutually terminated.
- (b) The period of the agreement between the player and the Club registering such player on loan shall correspond to the loan period. A loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognised.
- (c) A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional player.
- (d) A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.

2.7.3 Definitive transfers and transfers on loan shall be made on the appropriate forms of the Association.

- Amended:  
08-06-20*
- 2.7.4 (a) It shall be in the discretion of the interested Clubs taking part in a definitive transfer or in a transfer on loan of a player to agree on any compensation payable to the Club transferring the player definitively or on loan.
- (b) The Association shall not recognise any such agreement unless it is in writing, is signed by the Clubs' representatives as specified in Article 4.11 of these regulations and an authenticated copy of such agreement is filed by either Club with the Secretariat of the Association within fourteen (14) days of the signing of the agreement.

2.7.5 The validity of a definitive transfer or a transfer on loan agreement between two clubs may not be made conditional upon the positive results of a medical examination or upon the acquisition of a work permit. Thus, the prospective new club of the player is required to make any necessary investigations, studies, tests and/or medical examinations or to take any other appropriate action before concluding any such agreement as otherwise it may be liable to pay the full amount of compensation due.

- Amended:  
08-06-20  
17-05-22*
- 2.7.6 (a) The Club which has accepted a player on loan is not entitled to transfer or sub-loaning such player to a third Club.
- (b) However, in the January transfer window only, a player on loan may return to his original club provided that the two clubs and the player agree in writing.
- (c) If a player returns to his original club after being on loan, in accordance with sub-article (b) above, the Club may transfer the player on loan to another club provided

all the dispositions in Articles 2.7.1 to 2.7.5 are observed.

*Introduced:  
17-05-22*

- 2.7.7 Where the contract between a professional player on loan and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:
- (a) the professional has the right to return to the former club;
  - (b) the professional must immediately inform the former club of the premature termination and whether s/he intends to return to the former club;
  - (c) if the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;
  - (d) regardless of whether the termination of the contract between the player and the new club was made with or without just cause, the registration of the player with the former club will be possible where:
    - (i) the player's reintegration occurs, and
    - (ii) the registration period is open, provided that the relevant provisions regarding player registrations are duly observed.

*Introduced:  
17-05-22*

- 2.7.8 The terms of the preceding sub-article are without prejudice to:
- a) the operation of Article 2.2.3 relating to termination of the contract between the professional and the new club;
  - b) the operation of article 2.2.3 should the former club fail to reintegrate the professional immediately; and
  - c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.
  - d) compliance with any other rule in these Regulations.

*Introduced:  
17-05-22*

- 2.7.9
- a) A club may have a maximum of six professionals loaned out at any given time during a season;
  - b) A club may have a maximum of six professionals loaned in at any given time during a season.
  - c) The loan of a professional will be exempt from the above limitations if:
    - i) the loan occurs before the end of the season in which the professional turns 21; and
    - ii) the professional is a club-trained player with the former club.
  - d) For the purposes of this sub-article, a club-trained player is a player who, between the age of 15 (or the start of the season during which he turns 15) and 21 (or the end of the season during which he turns 21), irrespective of his nationality and age, was registered with his current club for a period, continuous or not, of three entire seasons or of 36 months.

*Introduced:  
17-05-22*

- 2.7.10 The following restrictions apply irrespective of age or club-trained status:
- a) A club may have a maximum of three professionals loaned out to a specific club at any given time during a season;
  - b) A club may have a maximum of three professionals loaned in from a specific club at any given time during a season.

## **2.8 Release of a professional player by a Member Club**

- 2.8.1 The Member Club of a professional player may, with the consent of the player, grant a release to such a professional player. The granting of such a release brings to an end any contractual future obligation, if any, between the Club and the player as well as the right of the Club to ask for any compensation from a Club which the player may eventually join. However, unless agreed upon in writing, existing obligations of the Club and the player towards each other

until the granting of the release shall remain unchanged.

2.8.2 The release shall be granted by means of the established Release Certificate Form of the Association for a professional player in accordance with the rules and regulations of the Association.

*Amended:  
08-06-20*

## **2.9 End of agreed period in an agreement**

Without prejudice to existing obligations of the club and the player towards each other, when the period of engagement of a professional player with his Club in accordance with his contract comes to an end, such player shall be automatically released from his Club and he shall have the right to register with another Club of his choice without any condition.

## **2.10 Repealed 08-06-2020**

*Amended:  
08-06-20*

## **2.11 When a player registers for another Club**

2.11.1 A professional player who has been definitively transferred or whose definitive transfer has been ordered by the Complaints Board, or whose contract with the club has come to an end, may register for another Club provided the other rules and regulations of the Association are observed.

2.11.2 Prior to the filing of the contract and the registration with the Association by the new Club of the player, such Club must pay to the former Club of the player any applicable compensation, if any, unless a written agreement has been made between the former Club of the player and the new Club of the player as to the amount of such compensation and the mode of the payment of such compensation.

2.11.3 *Repealed 08-06-2020*

2.11.4 *Repealed 08-06-2020*

2.11.5 The Association shall not receive a registration of a player previously registered with a Member Club unless:

- (a) in the case of a transfer between clubs, such registration is also accompanied by a Transfer Certificate Form issued by the former Club of the player and a declaration by the former Club of the player stating that an agreement regarding compensation and the mode of payment has been reached with the new Club of the player, and in which case an authenticated copy of such an agreement must be attached to such declaration; or
- (b) such registration is filed with the Association following a decision of the Association ordering the release or definitive transfer of the player, but in this case, subject to those conditions which may have been imposed in such decision.
- (c) where training compensation is due as provided in Article 3.16 and Annex II of these Regulations, the registration shall be accompanied by a receipt issued by all the Member Clubs entitled to such compensation or by a declaration by such Member Clubs renouncing to payment. Where due to time constraints, as defined in Annex II of these Regulations, or lack of agreement with the Member Club(s) entitled to compensation, such receipt or declarations cannot be submitted, the registration shall be accompanied by a deposit to the Association of the total amount of training compensation due, as established in the said Annex II.

2.12 *Repealed 08-06-2020*

2.13 *Repealed 08-06-2020*

## **2.14 Prohibition on Professional Players to act as Members of the Executive Board or of a Member Club's Management Committee or of the Council/Committee of a Member Association**

2.14.1 Professional players may not be members of the Executive Board of the Association or of a Member Club's Management Committee or of the Council/Committee of a Member

Association.

2.14.2 Professional players may not represent a Member Club, a Member Association, a Registered Club or an Associated Club at any meeting connected with association football.

2.14.3 When a professional player has stopped taking part in competitive football he may request the Executive Board to exempt him from the operation of this rule.

## **2.15 A professional player acting as a football coach**

2.15.1 A professional player who is still under contract with a Club shall not act as a football coach of a Club other than the Club with which he is still engaged.

2.15.2 The Executive Board may, for a just cause, exempt a professional player from the operation of this rule.

2.15.3 In the case of a professional player who is also engaged as a coach by his Member Club, whether by means of the contract mentioned in Article 2.2 of these regulations or by means of a separate coaches' contract, if the Club transfers definitively such a player or transfers on loan such a player or grants a release to such a player, the contract or that part of the contract between the player and the Club concerning coaching shall automatically come to an end in the case of a release or a definitive transfer and shall be suspended until the loan period expires in the case of a transfer on loan.

## **3. THE AMATEUR PLAYER**

### **3.1 Registration of amateur players with Member Clubs**

*Amended:  
26-06-18*

3.1.1 A player who is at least twelve (12) years old and who desires to register as an amateur player with a Member Club, provided that such Club is allowed by the rules and regulations of the Association to register him, and provided that such person had registered as a player with the Association in terms of the relevant rules of the Association's Statute, shall register as required by the relevant rules of the Association's Statute and as provided in these regulations. Such registration shall be effected as stipulated in Annex VI of these Regulations.

3.1.2 (a) A player who has not reached the age of eighteen (18) years (a minor) shall not be allowed to register as provided in Article 3.1.1 above unless he is a Maltese citizen. If he is a foreign national, he may be allowed to register as provided in Article 3.1.1 above only if his family is permanently resident in Malta or if the players' parents move to Malta for reasons not linked to football provided that, in both cases, the relevant competent body of FIFA allows such registration to take place.

(b) Every international transfer of a player who has not reached the age of eighteen (18) years to be requested by the Association from another national association and every first registration with the Association of a non-Maltese citizen who has not reached the age of eighteen (18) years is subject to the approval of the sub-committee appointed by the Players' Status Committee of FIFA for that purpose. The application for approval shall be submitted to FIFA by the Association. In this case the former association of the player shall be given the opportunity to submit its position. The said sub-committee's approval shall be obtained prior to any request from the Association to another national association for the issue of an International Transfer Certificate and/or first registration with the Association. Any violations of this provision will be sanctioned by the Disciplinary Committee of FIFA in accordance with the FIFA Disciplinary Code.

(c) The Association shall not issue an International Transfer Certificate of a player under the age of eighteen (18) years, whether a request by another national association has been made or not, unless the relevant competent body of FIFA authorises the Association to issue such certificate. If the Association issues such an International Transfer Certificate without the due authorisation of the sub-committee of the FIFA Players Status Committee, the Association shall be sanctioned by FIFA. In addition, sanctions may also be imposed by FIFA on the former association of the player for issuing an International Transfer Certificate without the approval of the sub-committee of the FIFA Players Status Committee as well as on the clubs that reached an agreement for the transfer of the minor.

- (d) A foreign player who is eighteen (18) years or more may not register as an amateur player between the first day of February and the end of the current season.
- (e) For the purpose of this rule a foreign player is one who is not a Maltese citizen or a player who although he has become a Maltese citizen is in accordance with the rules and regulations of FIFA ineligible to play for the Association in international competitive matches due to the fact that he had already played for the national or another representative team of another country.

3.1.3 (a) Subject to the provisions of sub-article (b) hereunder, no new registrations of players who are already registered for a Member Club or for a Club affiliated with the Gozo F.A., shall be allowed for the current season if such registrations are not filed with the Association during a transfer window as envisaged by Article 4.4 of these regulations.

*Amended:  
17-05-22*

- (b) However, amateur players who have not taken part in any competition organised by the Association or by the Gozo F.A. or the Youth F.A., or by Fondazzjoni Inġobb il-Futbol may register with any Member Club even after the 31<sup>st</sup> January provided the other rules and regulations of the Association are observed.

3.1.4 Registration of amateur players shall take place in any of the following ways:

*Amended:  
26-06-18  
08-06-20  
17-12-20  
28-05-24  
24-09-24*

- (a) registration for players who are at least twelve (12) years old and who have not attained their fourteenth (14<sup>th</sup>) birthday. This registration shall lapse at the end of the last season in which the player is eligible to play in the Under-15 Competition; and
- (b) registration for players who are at least fourteen (14) years old. Where the player registers with the same club with which the player was previously registered under the preceding paragraph, this registration shall only take place following the end of the last season in which the player is eligible to play in the Under-15 Competition. Such registration shall lapse at the end of the season which starts during the year in which the player attains his eighteenth (18<sup>th</sup>) birthday.
- (c) registration for players who have surpassed the season which starts during the year in which they attain their eighteenth (18<sup>th</sup>) birthday. This registration shall lapse at the end of the second consecutive season with the Club, including the season during which the player registers.
- (d) registration for players who are thirty-five (35) years old or more. This registration shall lapse at the end of each season.

*Amended:  
08-06-20*

3.1.5 (a) In the case of a player, whose registration lapses at the end of the season in any of the cases provided in Article 3.1.4, the registration by a Member Club of such player who was registered with another Member Club may only be made in one of the transfer windows envisaged in Article 4.4 of these regulations, following the end of such season.

- (b) Where a player, whose registration lapses at the end of the season in any of the cases provided in Article 3.1.4(b) and 3.1.4(c), wishes to be released from his Member Club, such player shall, by no later than the 31<sup>st</sup> July following the end of such season, submit a request in writing to the club and the Association for his registration to be terminated.
- (c) Where a player, whose registration lapses at the end of the season in any of the cases provided in Article 3.1.4(b) and 3.1.4(c), neither registers with a new Member Club nor requests the termination of his registration by the 31<sup>st</sup> July following the end of such season, such player shall be deemed to have started a new registration as provided in 3.1.4(c).

*Amended:  
08-06-20*

3.1.6 The registration form of an amateur player, duly filled in and accompanied by the necessary documents and other requirements, shall be filed with the Association within fourteen (14) days of the player's signature.

3.1.7 (a) In the case that the Association deems that the registration of an amateur player is not in accordance with the rules and regulations of the Association it shall notify the Club concerned.

- (b) If in the opinion of the Association the registration contains defects that cannot be remedied, then the registration will be deemed invalid and the Club concerned shall be notified in writing accordingly.

- (c) If in the opinion of the Association the registration contains defects that can be remedied without the need of filing a new registration or if the registration is not accompanied by the necessary documents that however, in the opinion of the Secretariat, may be produced without the necessity to file a new registration, the Club concerned shall be notified in writing accordingly. In such a case, it will be the responsibility of the Club registering the player to take all those steps which are necessary so that this registration may be deemed valid. However, in the meantime, such a registration shall be deemed invalid and shall remain invalid until the Association informs in writing the Club concerned that the defects had been remedied and/or that the necessary documents had been produced and confirming that the registration is henceforth deemed valid.
  - (d) Both in the case mentioned in sub-article (b) and (c) above if the necessary steps needed to be taken are not taken within two (2) days of the notification to the Club, Association shall cancel the registration and such cancelled registration shall not be subject to remedial action.
- 3.1.8(a) The Association shall keep a Register containing the names of amateur players. The format and contents of this Register shall be established by the Executive Board.
- (b) The Register shall be available for inspection upon demand by any Member Club, Member Association and amateur player. The Association may fix a fee to be payable for such an inspection and may make regulations regarding the method of inspection of the Register.
- 3.1.9(a) Member Clubs that operate a Football Nursery (academy) with legal, financial or de facto links to the Club are obliged to report all minors who attend the Football Nursery (academy) to the Association.
- (b) The Association shall ensure that all Football Nurseries (academies) without legal, financial or de facto links to a Member Club and which operate within the territory of the Republic of Malta, run a club that participates in the relevant national championships, have all players reported to the Association or registered with the club itself, or report all minors who attend the Football Nursery (academy) for the purpose of training to the Association.
  - (c) The Association shall keep a register comprising the names and dates of birth of the minors that have been reported to it by the clubs or football nurseries (academies).
  - (d) Through the act of reporting, Football Nurseries (academies) and players undertake to practice football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.
  - (e) Any violation of this provision will be sanctioned by the Disciplinary Committee of FIFA in accordance with the FIFA Disciplinary Code.
  - (f) Sub-article (a) shall also apply to the reporting of all minor players who are not Maltese nationals.

### **3.2 When an amateur player may play**

An amateur player may play for his Club only if he is duly registered with such Club in accordance with the rules and regulations of the Association and if he is not serving a suspension imposed by the Association.

### **3.3 Power of the Complaints Board to cancel the registration of an amateur player**

The Complaints Board shall have the power to cancel the registration of an amateur player either conditionally or without any condition if upon the application of the player to the Board requesting the cancellation of such registration a good and just cause is shown by the player to the satisfaction of the Board.

### **3.4 For which Clubs/Teams an amateur player may play**

3.4.1 An amateur player registered with a Member Club may play:

- (a) for his Member Club; and

Amended:  
08-06-20

- (b) for a team formed at his place of employment provided such team takes part in competitions organised by a Member Association which caters for football for employees but with only one such Member Association and provided that he has not been expressly prohibited by a competent body of the Association; and
- (c) for any team formed at his school, college or university provided that he has not been expressly prohibited by a competent body of the Association; and
- (d) for Clubs/Teams of amateur Member Associations provided that he has not taken part in a competitive match during that season with the first team of a Member Club which has Premier, Challenge League or National Amateur League status, is not currently a member of the National A Team and/or the National Under-21 Team and/or the National Under-19 Team and/or the National Under-17 Team of the Association.

3.4.2 *Repealed 08-06-2020*

3.4.3 *Repealed 07-07-2020*

3.4.4 *Repealed 07-07-2020*

3.4.5 The Control and Disciplinary Board of the Association shall have the power to suspend a player who has infringed the provisions of this rule from all football activities or from a part of football activities for a maximum period of one (1) year.

3.4.6 (a) The relevant parts of this rule shall be formally adopted by all the amateur Member Associations and shall form a part of their Statute.

(b) For the purposes of this article, the term 'Member Association' shall refer to the Inter-Amateur Soccer Competition, the District Football Leagues, and the Malta Amateur Football Association.

### **3.5 Amateur players may not play in friendly matches with another Member Club**

3.5.1 Amateur players may not take part with another Member Club in a friendly match or in a friendly tournament, locally or abroad, without the consent in writing of their Club. A Football Nursery shall, for the purpose of the provisions of this rule, be deemed to be acting on behalf of its parent Member Club.

3.5.2 A breach of this rule shall be considered an offence committed by both the player and the Club with which he plays and shall be dealt with by the Control and Disciplinary Board of the Association in accordance with the rules and regulations of the Association.

3.6 *Repealed 26-06-2018*

3.7 *Repealed 08-06-2020*

3.8 3.8.1 *Repealed 08-06-2020*

3.8.2 *Repealed 08-06-2020*

3.8.3 An agreement between a Club and a player to extend or limit the provisions contained in Article 3.1.4 above shall be invalid and shall not be recognized by the Association.

3.8.4 The application of these rules shall be subject to any other provisions of the Association's Statute and to those other rules, regulations, bye-laws and decisions of the Association and to those other rules, regulations and bye-laws which the Executive Board may make and to such other decisions which the Executive Board may take with regards to the number and/or quality of players (age-wise and/or nationality-wise) which a Member Club may have registered with it.

### **3.9 Definitive transfer and transfer on loan of an amateur player**

3.9.1 During the time that an amateur player is serving an obligatory period of service with his Club, provided that such player is at least sixteen (16) years old, such player may definitely

be transferred to another Club provided that the player consents to such transfer. Such definitive transfer may only take place in one of the transfer windows envisaged in Article 4.4 of these regulations.

- 3.9.2 (a) During the time that an amateur player is serving an obligatory period of service with his Club, such player may be transferred on loan to another Club provided that the player consents to such transfer on loan. Such transfer on loan may only take place up to the 31<sup>st</sup> January of the current season.
- (b) However, up till the 31<sup>st</sup> January, an amateur player on loan may return to his original club provided that the two clubs and the player agree in writing.
- (c) If an amateur player returns to his original club after being on loan, in accordance with sub-article (b) above, the Club may transfer the player on loan to another club provided all the dispositions relating to the transfer of players on loan envisaged by these regulations are observed.
- (d) The return from a loan to the original Club as envisaged in sub-article (b) above and/or the loan to a further Club as envisaged in sub-article (c) above shall be allowed only once in a season.
- (e) The dispositions of sub-article (c) are subject to the observance of Article 4.5 of these regulations.
- (f) The period during which a player is transferred on loan shall be included in the obligatory period of service.

*Amended:  
08-06-20*

- 3.9.3 (a) It shall be in the discretion of the interested Clubs in the definitive transfer or transfer on loan of an amateur player to agree on any compensation payable to the Club effecting the transfer or loan.
- (b) The Association shall not recognise any such agreement unless it is in writing and an authenticated copy of such an agreement is filed with the Secretariat of the Association by the Club transferring definitively or transferring on loan the player within fourteen (14) days of the signing of the agreement. In the case of a transfer on loan of a player who has not yet reached the age of sixteen (16) years, no compensation shall be due for such transfer on loan.

*Amended:  
08-06-20*

- 3.9.4 In the case of a definite transfer or a transfer on loan of an amateur player during the obligatory period of service, the Association shall not receive a registration of an amateur player previously registered with a Member Club unless:
- (a) such registration is also accompanied by a declaration by the former Club of the player stating either that the question of compensation has been settled or that an agreement regarding compensation and the mode of payment has been reached with the new Club of the player, and in which case an authenticated copy of the agreement must be attached to such declaration; or
- (b) such registration is filed with the Association following a decision of the Complaints Board ordering the release or definitive transfer of the player, but in this case, subject to those conditions which may have been imposed in such decision.

### **3.10 Release of an amateur player by a Club**

*Amended:  
08-06-20  
09-07-24*

The Club of an amateur player may at any time, even without the consent of the player, release the player from his obligations with the Club. Such a release shall be granted on the established Release Certificate Form.

### **3.11 End of the obligatory period of service of an amateur player**

*Amended:  
08-06-20*

- 3.11.1 Without prejudice to Article 3.1.5, when the obligatory period of service of an amateur player with his Club comes to an end, the player shall have the right to register definitively with another Club of his choice without any condition.
- 3.11.2 If such a registration occurs, the Club of the player shall not need to release the player on the established Release Certificate Form and such player can register with the new Club.

3.11.3-If at the end of his obligatory period of service, the player takes part in a competitive match with his Club, even an international match at Club level, the player shall be deemed to have opted to remain with his Club as an amateur player for another two-year obligatory period of service, which includes the whole of the current season, as provided in Article 3.1.4(d).

**3.12** *Repealed 08-06-2020*

**3.13** *Repealed 08-06-2020*

**3.14 Insurance of amateur players**

Amateur players may be insured by their Club against accidents which may occur during play or training or accidents which may happen whilst travelling to take part in any activity connected with the service which they render to their Club as players. Such insurance must be effected with an insurance company registered under Maltese law.

**3.15 Change of an amateur status to a professional status**

3.15.1 During the obligatory period of service of an amateur player, a Club shall not be obliged to enter into a contract with such a player to change the player's status to a professional one.

3.15.2 However, during the obligatory period of service of an amateur player, a Club and such player may enter into a contract to change the player's status to a professional one, provided the other rules and regulations of the Association are observed.

3.15.3 An amateur player may register as a professional for the Club with which he is registered even outside the periods established in Article 4.4 of these regulations for the registration of professional players, provided that the other rules and regulations of the Association permit such registration.

**3.16 Training Compensation**

*Amended:  
04-09-23*

3.16.1 Training compensation shall be paid by the Club, with which the player signs his first professional contract, to all Clubs which have educated and trained the player between the player's first registration with the Association, till the end of the season in which the player celebrates his 21<sup>st</sup> birthday.

Provided that no such training compensation shall be due where the player signing his first professional contract is twenty-six (26) years or older.

3.16.2 Such training compensation shall be calculated according to the dispositions laid out in Annex II of these regulations.

*Introduced:  
04-09-23*

3.16.3 Training compensation shall not be applicable in relation to female players.

*Amended:  
28-06-23*

**3.17 Reimbursement of Expenses**

3.17.1 An amateur player may be reimbursed by his Club for travel and hotel expenses, incurred through involvement in a match and the costs of his equipment, insurance and training without jeopardising his amateur status.

3.17.2 However such reimbursement made by the Club to the player shall not exceed the amount of three hundred Euro (€300) per month.

3.17.3 Such reimbursement is optional to the Club and should not be treated as a salary, bonus or allowance.

3.17.4 An amateur player may not file complaints in front of the Complaints Board of the Association claiming failure by the Club to pay such reimbursement.

3.17.5 Any player who receives remuneration in excess of the amount stated in Article 3.17.2 above in respect of participation in any activity connected with association football shall be regarded as a professional player unless he has re-acquired amateur status in terms of Article 3.19 of these regulations.

### **3.18 Loss of amateur status**

- 3.18.1 An amateur player who is proven to the satisfaction of the Complaints Board to have received payments in connection with his participation in any activity connected with association football in excess of what is provided for in Article 3.17 above, shall be declared to have lost his amateur status and as from the date of such decision shall be considered a professional player.
- 3.18.2 The decision declaring an amateur player to have lost his amateur status shall render the player ineligible to play and, subject to any punishment which may be inflicted on such player for having infringed the regulations applicable to amateur players, such player shall remain ineligible to play until he either reacquires an amateur status in terms of Article 3.19 of these regulations or enters into an professional contract with a Club, including his own, according to Article 2.2 of these regulations and registers with such Club as a professional player. In the latter case, the provisions of Article 2.2 of these regulations applicable to a first agreement between a Club and a professional player shall apply.
- 3.18.3 (a) A request to the Complaints Board for a decision regarding the status of a player may be made either by the Club with which the player is registered or by the player himself or by the General Secretary of the Association.
- (b) In the case that the request is made by the Club or by the player, such request must be made not later than three (3) months from the end of the season during which the alleged infringement had taken place.

*Amended:  
08-06-20*

### **3.19 Reacquisition of amateur status**

- 3.19.1 A player registered as a professional player may not re-register as an amateur until at least 30 days after his last match as a professional.
- 3.19.2 No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay any applicable FIFA training compensation. Training compensation under Article 3.16 above shall not be paid again in such circumstances.
- 3.19.3 In order that the player may be eligible to play for his Club, an official registration form for amateur players must be duly filled in and filed with the Association within fourteen (14) days of the player's signature.

*Amended:  
08-06-20  
09-07-24*

### **3.20 The Amateur Players' List**

- 3.20.1 By not later than the 15<sup>th</sup> September of each year, Clubs must file with the Association a list of amateur players whom they may have registered with them and would like to retain for the current season. Such list shall be known as the Amateur Players' List and its format is established by the General Secretary.
- 3.20.2 The List may not contain more male amateur players than the numbers stated hereunder:
- (a) a maximum of fifty (50) players who have attained the age of twelve (12) but not the age of fifteen (15) by the 31<sup>st</sup> December prior to the start of the current season; and
- (b) a maximum of fifty (50) players who have attained the age of fifteen (15) but not the age of eighteen (18) by the 31<sup>st</sup> December prior to the start of the current season.
- 3.20.3 In the case of female players, a Member Club or a Club/Team having associate membership with the Association which has registered with it female players may include in the Amateur Players' List:
- (a) a maximum of fifteen (15) players who have attained the age of twelve (12) but not the age of fifteen (15) by the 31<sup>st</sup> December prior to the start of the current season; and
- (b) a maximum of thirty-five (35) players who have attained the age of fifteen (15) by the 31<sup>st</sup> December prior to the start of the current season .
- 3.20.4 (a) The General Secretary of the Association shall not accept an Amateur Players' List if it is not filed within the time limit mentioned in Article 3.20.1 above or if he deems that it does not conform with the rules, regulations, bye-laws and decisions of the Association.

- (b) If the General Secretary of the Association refuses to accept an Amateur Players' List or if he deems an Amateur Players' List to be invalid, the General Secretary shall inform the Member Club concerned in writing. Such Member Club shall have the right to ask the Executive Board to accept its Amateur Players' List. Such request may only be entertained by the Executive Board if it is made within seven (7) days of the date of the letter of the General Secretary informing the Member Club of his decision.
  - (c) If the Executive Board deems that the request of the Member Club conforms to the rules, regulations, bye-laws and decisions of the Association, it shall accede to such request. Otherwise it shall refuse such request.
  - (d) Notwithstanding the provision of sub-article (c) above, if the only reason of the General Secretary to refuse to accept or to consider invalid the Amateur Players' List of a Member Club is that of late filing, the Executive Board may, if it deems that the failure of the Member Club was due to exceptional circumstances, give its permission to the Member Club to file the Amateur Players' List within such time as the Executive Board may determine or declare that it is accepting the Amateur Players' List in question, as the case may be. However, decisions of the Complaints Board or pending requests by players to this Board made under the provisions of Article 3.20.5 hereunder shall not be prejudiced by the Executive Board's acceptance of the Amateur Players' List.
  - (e) The Amateur Players' List of a Member Club shall be available for inspection upon request by any Member Club or an amateur player registered with the Member Club concerned.
- 3.20.5 (a) The players of a Member Club which has not filed a valid Amateur Players' List or players whose name does not appear in a validly filed Amateur Players' List, except in the case of players on loan, shall be entitled to a free and unconditional release. Provided that, notwithstanding the limits in paragraphs 3.20.2 and 3.20.3, players registered with a club following the 15<sup>th</sup> September shall be deemed to form part of such club's list for that season
- (b) Such release shall be automatic and gives the right to the player to register for a new Club as envisaged by Article 4.4 without the need to request his original Club to file Release Certificate Form with the Association.
- 3.20.6 Subject to Article 3.20.5 above, players transferred on loan to another Member Club prior to the submission of the list shall be included in the Amateur Players' List of the original Member Club loaning out the player.

*Amended:  
08-06-20*

#### **4. RULES APPLICABLE TO BOTH PROFESSIONAL AND AMATEUR PLAYERS**

##### **4.1 Only "bona fide" players are permitted to play**

- 4.1.1 Only "bona fide" players are permitted to play in competitive matches.
- 4.1.2 A "bona fide" player is an amateur or a professional player who is duly registered to play in accordance with the rules and regulations of the Association and with those of FIFA, and is not under a suspension which renders him/her ineligible to play, or is under a suspension issued by any duly constituted disciplinary tribunal of a FIFA member association on matters related to corruption in football or the manipulation of a football competition, and who is otherwise, and in accordance with the rules, regulations, bye-laws and decisions of the Association and those of FIFA, eligible to play in a competitive match in which he/she takes part.
- 4.1.3 If a player who has not been registered with the Association and with a Member Club appears for a Member Club in any official match such player will be considered as having played ineligibly. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions shall also be imposed on the player and/or the club.

*Amended:  
08-06-20*

##### **4.2 Falsification of documents**

- 4.2.1 A player may only be registered for one Member Club at a time.
- 4.2.2 The signing of a double or a second registration form by a player for a Member Club other than the one with which he is registered before his Member Club has issued the necessary document or documents to enable such player to register for such other Club or before a decision of the Association authorising him to register for another Club, or before he has a

right to register for another Member Club without the need to obtain a Release Certificate Form according to these regulations is a serious offence. The General Secretary shall refer any such infringement to the Control and Disciplinary Board of the Association to take the necessary disciplinary action in accordance with the rules and regulations of the Association.

- 4.3.3 The filing with the Association by a Club of a player's registration and of any document related to such registration, including an agreement between a Club and a player and an agreement between Clubs with regards to a player, and which registration or document is either a falsity or was in any manner whatsoever tampered with or altered or falsified shall be deemed to be a very serious offence. In a such a case both the Club which had filed such document and those responsible for such falsity, tampering, alteration or falsification shall be dealt with by the Control and Disciplinary Board of the Association in accordance with the rules and regulations of the Association.

#### 4.3 *Repealed*

#### 4.4 **Transfer Windows**

*Amended:  
08-06-20  
04-09-23  
28-05-24*

- 4.4.1 The registration of professional players and of amateur players whose registration requires an International Transfer Certificate from another Association may only be made between the 9<sup>th</sup> day in June and the 31<sup>st</sup> day of August and during the month of January, whereas the registration of amateur players may only be made between the 9<sup>th</sup> day in June and the 31<sup>st</sup> January ("transfer windows"). However, in the case of a professional player whose contract had expired or terminated prior to the end of the registration period ending on the 31<sup>st</sup> August, the Association, after having received a written request by such a player and the Member Club desiring to register him as well as such other information and/or documents which it may deem appropriate and after duly considering the integrity of an ongoing competition or competitions in which such Club is taking part, shall allow the registration of such a player even after the 31<sup>st</sup> August but in no case if the request by both the player and the Club are made and/or all the necessary information and/or documents which the Association may deem appropriate have been filed with the Association after the 31<sup>st</sup> January.

Provided that when the 31<sup>st</sup> day of August or the 31<sup>st</sup> January falls on either Saturday or Sunday, that transfer window shall end on the first following Monday. In such a case, the first day of that transfer window shall start at a later date in order for the professional transfer window not to exceed twelve (12) weeks in the summer and four (4) weeks in January.

Provided further that if the registration of a professional player concerns a player who has just attained sixteen (16) years of age and such player is changing his status from that of an amateur to a professional player with the same club, then such registration may be made at any time of the season.

- 4.4.2 (a) A female player may be registered outside a registration period to temporarily replace another female player that has exercised her rights linked to pregnancy, adoption or family leave. The period of the contract of the temporary replacement player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.

(b) A female player may be registered outside a registration period upon completion of her family, adoption or maternity leave or recovery related to her pregnancy subject to her contractual status.

*Introduced:  
04-09-23*

*Amended:  
09-07-24*

#### 4.5 **Maximum number of registrations by a player during one season**

*Amended:  
08-06-20*

Subject to the other provisions contained in these regulations and subject to the other rules and regulations of the Association, players may be registered for a maximum of three (3) clubs during a season. During this period, the player is only eligible to play in competitive matches for a maximum of two (2) clubs.

Under all circumstances, due consideration must be given to the sporting integrity of the competition.

#### 4.6 **Transfer and release of players**

*Amended:  
09-07-24*

- 4.6.1 Without prejudice to Article 3.10 concerning the release of amateur players, Clubs cannot transfer players definitively or transfer players on loan or free players from their obligations

between the day following the end of the January transfer window as envisaged by Article 4.4 of these regulations and the 8<sup>th</sup> day of June. This shall not apply in the case of international transfers provided that the rules and regulations of FIFA are observed.

- 4.6.2 In order that a Release Certificate issued by a Club may be considered valid, it has to be filed with the Association within seven (7) days of the date which appears on the Release Certificate Form as the date of issue, or such a Certificate has been used within the same period to file with the Secretariat of the Association a new registration for another Club.

#### **4.7 Conditions for transferring players on loan**

- 4.7.1 A player who has been transferred on loan may not play for the Club which had transferred him on loan until the expiry or the mutual termination of the loan period.
- 4.7.2 A player who has been transferred on loan may not, during the loan period, be transferred definitively by his Club, except to the same Club with which he is currently on loan and provided that registrations with the Association could be made, or transferred again on loan by his Club to another Club, or is granted a release by his Club. Furthermore, a player who has been definitively transferred to a Club whilst he was on loan with such Club, may not be definitively transferred or transferred on loan by such Club to another Club or granted a release during the same season.
- 4.7.3 The provisions of Articles 4.7.1 and 4.7.2 above shall not apply in the case of a definitive transfer or a transfer on loan made to a foreign Club provided that the rules and regulations of FIFA are observed.
- 4.7.4 An amateur player who has been transferred on loan may not, during the loan period, change his status to a professional one.

#### **4.8 Players who have the right to demand to be released**

*Amended:  
17-05-22*

- 4.8.1 A player who has not attained his fourteenth (14<sup>th</sup>) birthday by the end of December prior to the commencement of the competitions and who is registered for a Club which is not competing in an Under-15 Competition which is organised either directly by the Association or by the Youth F.A., or by Fondazzjoni Inħobb il-Futbol, shall be automatically released from all obligations to his Club without the need to demand to be released and may register for a new Club provided the provisions found in these regulations relating to the registration of players with a new Club are observed.

*Amended:  
17-05-22*

- 4.8.2 A player who has attained his fourteenth (14<sup>th</sup>) birthday but not attained his fifteenth (15<sup>th</sup>) birthday by the end of December prior to the commencement of the competitions and who is registered for a Club which is not competing in an Under-17 Competition which is organised either directly by the Association or by the Youth F.A., or by Fondazzjoni Inħobb il-Futbol, shall be automatically released from all obligations to his Club without the need to demand to be released and may register for a new Club provided the provisions found in these regulations relating to the registration of players with a new Club are observed.

*Amended:  
17-05-22*

- 4.8.3 A player who has attained his fourteenth (14<sup>th</sup>) birthday but who has not attained his sixteenth (16<sup>th</sup>) birthday by the end of December prior to the commencement of the competitions and who is registered for a Club which is competing neither in the Under-17 nor in the Youth Competitions which are organised either directly by the Association or by the Youth F.A., or by Fondazzjoni Inħobb il-Futbol, shall be automatically released from all obligations to his Club without the need to demand to be released and may register for a new Club provided the provisions found in these regulations relating to the registration of players with a new Club are observed.
- 4.8.4 A female player who is registered for a Club which is not competing in the Women's Competitions which are organised directly by the Association shall be automatically released from all obligations to his Club without the need to demand to be released and may register for a new Club provided the provisions found in these regulations relating to the registration of players with a new Club are observed.

#### **4.9 Foreign Players which Clubs may have registered with them**

- 4.9.1 Member Clubs may have registered with them any number of foreign players. However, foreign amateur players who have not yet attained the age of eighteen (18) years, may be registered provided that the rules and regulations of the Association and regulations of FIFA

with regards to the registration of minors are observed.

4.9.2 (a) For the purposes of this Article, players who are not citizens of a European Union (EU) or a European Economic Area (EEA) country are deemed to be foreign players. An EU or an EEA country is one which is so defined according to European Union Law.

(b) A Foreign player may be registered with the Association and with a Club either as a full-time or part-time professional player or as an amateur player provided he complies with all the rules applicable to such registration.

*Amended:  
30-05-17*

(c) In the case of a foreign professional player, whether full-time or part-time, such player may only be registered if he can prove to the Association either that he has filed an application for a single work permit or has been issued with a current valid permit issued by the competent authorities to reside and work within the Republic of Malta as a professional football player and/or that he is effectively registered with the relevant employment authority and with the Social Security Department. An authenticated copy of the application of the single work permit or of the issued single work permit or of the registration as a professional football player with the relevant employment authority, as the case may be, shall be submitted together with the registration of the player with the Association and/or the registering Club.

Provided that the Association shall not refuse the registration of such player without the presentation of proof of the filing of an application of a single work permit, or the issue of a single work permit, if such registration is filed with the Association on the last day of the applicable transfer window. In such case the Association shall accept the registration, provided, on pain of nullity of that registration, that proof of the filing of an application of a single work permit is provided to the Association within seven (7) days.

*Amended:  
30-05-17*

(d) In the case of a foreign amateur player, such player may only be registered if he can prove to the Association that he has been issued with a current valid residence permit issued by the competent authorities to reside within the Republic of Malta other than as a football player and that he is effectively registered with the competent authorities. An authenticated copy of such permit shall be submitted together with the registration of the player with the Association and/or the registering Club.

(e) *Repealed (30-05-2017)*

(f) A foreign full-time or part-time professional or amateur player will still be considered to be 'bona fide' player according to the regulations of the Association, even if such player is still registered by the Association without the filing of the documents mentioned in sub-articles (c) or (d) above.

*Amended: 02-  
11-17*

(g) The provisions of this Article shall not apply to players who intend to register as players with the Association for the registration with a Member Association. However, should such player have the intention to register for a Member Club or a club affiliated with the Gozo FA, then the dispositions of this Article shall apply in whole.

*Introduced:  
30-05-17*

(h) Without prejudice to article 4.9.2 (f) of these regulations, all member clubs must ensure that at all times all non-EU players registered with their respective clubs, are in possession of a valid permit to reside in Malta.

In so doing, all respective clubs must provide to the MFA a valid proof that such player is regularly residing in Malta by not later than the 15th day of October and again by not later than the 15th March of every year. For the purposes of this provision, only a valid residence permit issued by the Maltese authorities shall be deemed as a valid proof. Failure to provide such documentation shall render the player indefinitely suspended to play in any and all competitions of the Malta Football Association, up until a copy of the valid permit is served upon the General Secretary of the association.

The aforementioned suspension shall only become operative once sanctioned by the Disciplinary Commissioner of the Association.

4.9.3 (a) Except in the case of players born within the Republic of Malta, the registration form of a player must also be accompanied by an authenticated copy of a certificate issued by the competent authorities of the country of his nationality attesting his citizenship of that country or an authenticated copy of his valid passport. If such a player registers with a Club before having attained his nineteenth (19<sup>th</sup>) birthday, in order that such player may still be considered as holding the same citizenship after having attained his nineteenth (19<sup>th</sup>) birthday, within thirty (30) days of attaining the nineteenth

birthday, either the player or his Club, must file with the Secretariat of the Association an authenticated copy of a certificate issued by the competent authorities of the country of his nationality attesting his citizenship or an authenticated copy of his valid passport issued after attaining the nineteenth (19<sup>th</sup>) birthday. Failure to produce such documentation shall entitle the Association to deem such a player to be a foreign one for all intents and purposes of all the rules and regulations of the Association.

- (b) In the case of players born within the Republic of Malta, the General Secretary of the Association may at any time require any such player to produce an authenticated copy of a certificate issued by the competent authorities of his country of nationality attesting his citizenship or an authenticated copy of his valid passport. Failure on the part of the player to produce such documents within the time-limit established by the General Secretary shall entitle the Association to deem such player to be a foreign one for all intents and purposes of all the rules and regulations of the Association.
- (c) The documents mentioned in sub-articles (a) and (b) above shall not be required if these had already been filed with a previous registration.

4.9.4 The Association is empowered to refuse to accept the registration of a player if it deems that such a player is coming to the Association from another national association and it is of the opinion that the registration of such a player and/or any of the required accompanying documents do not comply with the rules and regulations of the Association and/or with the rules and regulations of FIFA or if any of the required documents are missing. Furthermore, in the event that a registration has been accepted by the Association, the General Secretary of the Association may refuse to register such a player, if he deems that such a player is coming to the Association from another national association and in his opinion the registration of such a player and/or any of the accompanying documents do not comply with the rules and regulations of the Association and/or with the rules and regulations of FIFA or if any of the required documents are missing. In each such case, the Club shall have the right to refer the matter to the Executive Board for a final decision on the matter.

#### **4.10 An amateur player who is declared by the Players Status Board to have lost his amateur status during the loan period**

- 4.10.1 (a) An amateur player who is still on loan with another Club and is declared to have lost his amateur status during the loan period, shall be ineligible to play during the rest of the season during which he was given on loan, even if he reacquires an amateur status during such season.
- (b) After the loan period expires, subject to any suspension which may have been inflicted by the Association on such a player for having infringed the provisions of Article 3.17 of these regulations, in order that such a player may be eligible to play, he must either have reacquired an amateur status in terms of Article 3.19 of these regulations during the loan period, or reacquired an amateur status in terms of Article 3.19 of these regulations after the loan period had expired, or after the loan period had expired, he enters into a professional contract with a Club, including his own, and registers as a professional player with such Club in terms of Articles 2.1 and 2.2 of these regulations, provided that the other rules and regulations of the Association are observed. In the case of a player to whom the provisions of sub-article (a) above apply, if the player starts the procedure to reacquire an amateur status, the Player Status Board may decide that the period of thirty (30) days of inactivity in domestic competitive football may take place even when the player is serving a suspension imposed by the Association or when the National League is not in progress.
- (c) If such a player had not reacquired an amateur status during the loan period and after the loan period had expired he does not start the procedure to reacquire an amateur status within thirty (30) days of the expiry of the loan period, or he fails to follow diligently such a procedure, or for any reason whatsoever does not enter into a contract with a Club, including his own, and does not register as a professional player for such Club, the Club with which such a player is registered may put such a player on the Players' Transfer List as a professional player, provided that in the case that the Club of the player has an Amateur Licence according to Section XIII of the MFA Handbook, such Club must put such player on the Players' Transfer List as a professional player within seven (7) days of the lapse of the thirty (30) days period mentioned above. In the latter case, the failure by such Club to put the player on the Players' Transfer List will be an offence which shall be dealt with by the Control and Disciplinary Committee of the Association in accordance with the rules and regulations of the Association.

- 4.10.2 (a) An amateur player who, after the loan period comes to an end, is declared by the Player Status Board to have lost his amateur status during the time when he was transferred on loan, shall not be eligible to play unless, subject to any suspension which may have been inflicted by the Association for having infringed the provisions of Article 3.17 of these regulations, he reacquires an amateur status in terms of Article 3.19 of these regulations, or enters into a professional contract with a Club, including his own, and registers as a professional player with such Club in terms of Articles 2.1 and 2.2 of these regulations, provided that the other rules and regulations of the Association are observed. In the case of a player to whom the provisions of this clause apply, if the player starts the procedure to reacquire an amateur status, the Player Status Board may decide that the period of thirty (30) days of inactivity in domestic competitive football may take place even when the player is serving a suspension imposed by the Association or when the National League is not in progress.
- (b) If within thirty (30) days of the decision of the Players Status Board the player does not start the procedure to reacquire an amateur status, or does not follow diligently such procedure, or for any reason whatsoever does not enter into a professional contract with a Club, including his own, and registers as a professional player for such Club, the Club with which the player is registered may put such player on the Players' Transfer List as a professional player, provided that in the case that the Club of the player has an Amateur Status, such Club must put such player on the Players' Transfer List as a professional player within seven (7) days of the lapse of the thirty (30) days period mentioned above. In the latter case, the failure by such Club to put the player on the Players' Transfer List will be an offence which shall be dealt with by the Control and Disciplinary Committee of the Association in accordance with the rules and regulations of the Association.

*Amended:  
08-06-20*

#### **4.11 Agreements between Clubs or between Clubs and players**

- 4.11.1 (a) Any contract regarding players entered into between Member Clubs or between a Member Club and a Club affiliated with the Gozo F.A. and any contract entered into between a Member Club and a player, shall not be valid unless such a contract is in writing, dated and signed on behalf of the Member Club concerned by its President, Secretary and Treasurer, provided that these Officials are duly recognised in their office by the Association.
- (b) If at the time of the signing of such a contract, the Member Club concerned has no President and/or Secretary and/or Treasurer duly recognised by the Association, and/or if any of these officials is abroad, their deputies, and/or any other member of the Member Club's Management Committee concerned, provided that these are recognised by the Association as members of such Club's Management Committee, may sign in their stead.
- 4.11.2 The Association shall only recognise a contract regarding players between Member Clubs or between a Member Club and a Club affiliated with the Gozo F.A., if such a contract is not in conflict with the rules and regulations of the Association and if an authenticated copy of such an agreement is filed by any party to such an agreement with the Association within fourteen (14) days of the signing of the contract, unless the Executive Board authorises a Club to file a late copy of the contract.
- 4.11.3 The Association shall only recognise a contract between a Club and a player if the provisions contained in Article 2.2 of these regulations have been followed.
- 4.11.4 The signing of more than one contract for the same purpose by a Member Club and/or a player to run concurrently, is a serious offence and shall be dealt with by the Control and Disciplinary Committee of the Association in accordance with the rules and regulations of the Association.
- 4.11.5 *Repealed 08-06-2020*
- 4.11.6 In the case of failure to comply with the provisions of article 4.11.1, 4.11.2, 4.11.3 and 4.11.4 above, the Executive Board shall normally refuse its permission to any party to the contract to try to execute such contract by judicial means through the Civil Courts.

#### **4.12 Illegal payments**

- 4.12.1 In the case that a Club is found guilty of having compensated another Club, with money or by other means, for the definitive transfer or for the transfer on loan of a player, with more than the amount established in the agreement governing such transfer or transfer on loan as

*Amended:  
08-06-20*

provided in Article 2.7.4(b) above, both such Club and the Club which is found guilty of having received such excessive compensation, shall be fined the sum of five thousand euro (€5000) and shall be further punished with the loss of five (5) points in the National League competition. If, when such a decision becomes final and binding, the National League competition is still in course, the points shall be deducted from the Classification-Table of the current competition. If, when the decision becomes final and binding, the National League competition has already come to an end, the points shall be deducted from the Classification-Table of the competition in the following season.

4.12.2 In the case that a Club is found guilty of having remunerated a player, with money or by other means, with more than the remuneration declared on a professional player's contract, or the maximum reimbursement for the expenses of an amateur player established by these regulations or by the other rules and regulations of the Association, such Club shall be fined the sum of five thousand euro (€5000) and shall be further punished with the loss of five (5) points in the National League competition. If, when the decision becomes final and binding the National League competition is still in course, the points shall be deducted from the Classification-Table of the current competition. If, when the decision becomes final and binding, the National League competition has already come to an end, the points shall be deducted from the Classification-Table of the competition in the following season. Furthermore, the player found guilty of having received such excessive remuneration may be suspended for a maximum period of one (1) year. In deciding about the suspension of the player, the amount received in excess shall be taken into consideration.

#### **4.13 Member Clubs may make regulations for their players**

4.13.1 Member Clubs may, subject to the rules and regulations of the Association, and subject to the terms and conditions which they may have with their professional players, make those rules and regulations for their amateur and professional players as they may deem fit and necessary for the better running of their Club and for the better discipline within their Club. Such regulations must be equitable and reasonable.

4.13.2 Such regulations may provide for the suspension and fining of both their amateur and professional players in case of misconduct or transgression of the Club's rules and regulations. However, a suspension may not be longer than twenty-eight (28) days for the same offence. Rules and regulations imposing fines and suspensions must provide for the right of the player to a fair hearing in front of a neutral body.

4.13.3 Such rules and regulations must provide also for a right of appeal by the player to the Association against a decision of the Club taken in accordance with such rules and regulations.

4.13.4 In order that such rules and regulations may be binding on a player, a copy of such rules and regulations must have been given to such a player who shall be required to confirm in writing to have received a copy of such rules and regulations.

4.13.5 (a) Appeals to the Association under this rule shall be in writing, shall be accompanied by a fee of twenty-five euro (€25) and shall be filed with the Association within seven (7) days of the receipt by the player and by the Association of the Club's decision in writing. In the case that the notification of the Club's decision reaches the player and the Association on different dates, the period of seven (7) days shall start to run from the date of the receipt of the last notification.

(b) Such an appeal shall be dealt with by the Complaints Board of the Association whose decision shall be final. In its considerations, the Board shall have the right to decide also whether the Club's rules and regulations are equitable and reasonable and whether the other provisions contained in this rule have been followed by the Club. The Board shall also decide whether the appeal's fee shall be retained by the Association or refunded to the player.

#### **4.14 Financial claims**

4.14.1 Claims regarding financial matters made to the Association by players against Member Clubs, or by Member Clubs against players, must be in writing and made by not later than one (1) year following the date in which the claim or claims originate.

4.14.2 *Repealed 08-06-2020*

4.14.3 Such claims by players or Member Clubs shall be dealt with by the Complaints Board in accordance with provisions of the rules of the Association. Unless provided otherwise, complaints shall declare the amount of the claim and must be accompanied by a fee

depending on the amount claimed, as follows:

- i. €25 for claims up to €2,500 or when the complaint has no monetary value;
- ii. €100 for claims over €2500 and up to €10,000;
- iii. €250 for claims over €10,000.

The Complaints Board shall in each case determine which of the parties shall bear these costs or how these are to be apportioned between them.

*Introduced:  
30-06-22*

#### **4.15 Involvement in club management**

Players may not act as Delegates of a Member Club or a Member Association, nor can they represent a Member Club, a Member Association, a Registered Club or an Associated Club at any meeting connected with association football

### **5. CONCLUDING ARTICLES**

*Amended:  
08-06-20*

#### **5.1 Questions relating to the registration of players**

5.1.1 Any question related to the registration of players, unless otherwise specified in these regulations, shall be decided by the Complaints Board on a request by the interested party.

1. Requests to the Association under this rule shall be in writing, filed with the Association and shall be accompanied by a fee of twenty-five euro (€25).
2. It shall be in the discretion of the body deciding the request whether the fee shall be retained by the Association or refunded to the appellant. The decision of the Complaints Board may be appealed before the Appeals Board, whose decision shall be final and binding. Unless otherwise specified, the provisions of the Statute of the Association relative to the Appeals Board shall apply to an appeal from a decision of the Complaints Board.

*Amended:  
08-06-20*

#### **5.2 Player passport**

The Association shall provide the Club for which a player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the Club/s for which the player has been registered since the season of his 12th birthday. If a birthday falls between seasons, the player passport shall indicate the club with which he was registered during the season following his birthday.

*Amended:  
08-06-20  
17-05-22*

#### **5.3 Automatic deregistration of players**

5.3.1 Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered with their last club for a period of 30 months. This period begins on the day the player made his last appearance of the club in an official match.

5.3.2 A player who has been deregistered and who wishes to register for a Member Club following such cancellation, shall register again as a player according to the rules of the Association.

*Amended:  
09-07-24*

#### **5.4 Rules and regulations regarding female players and female players taking part in Futsal competitions**

The Executive Board may make different rules and regulations regarding female players and players taking part in Futsal competitions.

For the purposes of these regulations, the following definitions shall apply:

Adoption leave: a minimum period of eight weeks' paid absence granted to a female player/coach in case of the adoption of a child who is younger than the age of two. The period of paid absence is reduced to four weeks for a child between two and four years of age and to two weeks for a child who is older than the age of four. The adoption leave must be taken within six months of the date of the formal adoption and cannot be accumulated with family leave for the same child.

Family leave: a minimum period of eight weeks' paid absence granted to a female player/coach other than the biological mother following the birth of the child. The family leave must be taken

within six months of the date of birth of the child and cannot be accumulated with adoption leave for the same child.

Maternity leave: a minimum period of 14 weeks' paid absence granted to a female player/coach due to her pregnancy, of which a minimum of eight weeks must occur after the birth of the child.

Introduced:  
04-09-23

Amended:  
09-07-24

#### 5.4.1 Special provisions relating to pregnancy, adoption and family leave

- a) Female players are entitled to maternity, adoption and family leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where more beneficial conditions are provided in national law or an applicable collective bargaining agreement, these beneficial conditions shall prevail.

The validity of a contract may not be made subject to the taking of, or the result of, a pregnancy test, a player being or becoming pregnant during its term, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general.

- b) If a club unilaterally terminates a contract on the grounds of a player refusing to take a pregnancy test, being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general, the club will be deemed to have terminated the contract without just cause.

It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity, adoption or family leave occurred as a result of a player being or becoming pregnant, adopting a child or utilising rights related to family leave.

- c) Where a contract has been terminated on the grounds stipulated above:

- i) Compensation due to a player shall be calculated as follows:

- A. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
- B. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
- C. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
- D. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;

- ii) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general.

The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods.

The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and measures stipulated in article 4.4.2 of these regulations in order to register players at an earlier stage;

- iii) the sanction provided for in sub-paragraph ii) above may be applied cumulatively with a fine.

- d) Where a player becomes pregnant during the term of her contract, the following shall apply:

- i) The player has the right to continue providing sporting services to her club (i.e. playing and training). The club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave.
  - ii) Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing sporting services, the club shall offer the player the possibility to provide employment services in an alternative manner. If she renders employment services in an alternative manner, or if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract, the player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave.
  - iii) If, for medical reasons related to a pregnancy, a player is unable to provide sporting or employment services in an alternative manner, then the player is entitled to medical leave, subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner. The player shall be entitled to full remuneration, until such time that she utilises maternity leave.
- e) A pregnant player, adoptive parent or a player utilising rights related to family leave has the right, during the term of her contract, to:
- i) independently determine the commencement date of her maternity, adoption or family leave, taking into consideration the minimum periods provided (cf. Definitions above). Any club that pressures or forces a player to take maternity, adoption or family leave at a specific time shall be sanctioned by the Control, Disciplinary and Ethics Committee;
  - ii) return to football activity after the completion of her maternity, adoption or family leave. For a player completing maternity leave, the club has an obligation to reintegrate her into footballing activity (cf. article 4.4.2), agree together with the player on a postpartum plan and provide adequate ongoing medical support. The player shall be entitled to receive her full remuneration following her return to football activity.
- f) A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement. The player's reduced working hours for these reasons will be considered justified, without any reduction in salary.
- g) Clubs shall at all times respect the needs of female players related to their menstrual cycle and menstrual health. Subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner, a female player shall be entitled to be absent from training or matches whenever her menstrual health so requires. The player shall be entitled to receive her full remuneration when exercising these rights related to menstrual health.
- h) The foregoing article 5.4.1 relating to female players equally applies to female coaches with the exception of paragraph (d)(i) and (d)(ii).

## **5.5 Jurisdiction and disputes**

Member Clubs, Registered Clubs, Associated Clubs, Member Associations and players registered with the Association shall submit themselves to the jurisdiction of the Association and to the jurisdiction of FIFA in relation to disputes and in matters connected with these regulations.

## **5.6 Forms needed in accordance with these regulations**

Forms needed in accordance with these regulations shall be established by the General Secretary.

## **5.7 The Social Dialogue Committee**

5.7.1 The Executive Board, in its first meeting following the Annual General Meeting of the Association, shall appoint a committee named 'The Social Dialogues Committee', which committee shall be chaired by an Officer of the Association and shall be composed of an equal

number of representatives of clubs and representatives of players.

5.7.2 This committee shall have the task to meet regularly to discuss in a setting of social dialogue the rights and obligations between Member Clubs and players according to the regulations of the Association and suggest to the Executive Board of the Association any changes to these regulations, or other regulations of the Association.

**5.8 Matters not provided for**

Matters not provided for in these regulations shall be decided by the Executive Board of the Association, whose decisions are final.

**5.9 Annexes**

The Annexes attached to these regulations form an integral part of these regulations.

**5.10 Entry into force of these regulations**

These regulations shall come into force on the 9<sup>th</sup> June 2015.

Amendments approved on the 8th June 2020 shall come into force and be effective immediately.

## ANNEX I

### RELEASE OF PLAYERS TO THE NATIONAL TEAMS

1. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.
2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the international match calendar established by FIFA.
3. For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window.
4. The Association and its Member Clubs concerned may agree a longer period of release or different arrangements with regard to paragraph 2 and 3 above.
5. Players complying with a National Team call-up shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the National Team's activities concerned took place in a non-European confederation.

## ANNEX II

### TRAINING COMPENSATION

#### 1. Objective

A player's training and education takes place between the ages of twelve (12) and twenty-one (21). Training compensation shall be payable for training incurred from the age of twelve (12) till the age of twenty-one (21).

*Amended:  
04-09-23*

#### 2. Payment of training compensation

- (i) Without prejudice to Article 3.16 of these regulations, training compensation is due when a player is registered for the first time as a professional player.
- (ii) Training compensation is not due if a Club has already paid compensation for an amateur player in excess of five thousand Euro (€5,000) prior to the entry into force of these regulations.

*Amended:  
08-06-20  
04-09-23*

#### 3. Responsibility to pay training compensation

- (i) On registering a professional player for the first time with the Association, the Member Club with which the player is to be registered shall pay, upon the filing of the registration with the Association, training compensation due to every club with which the player has previously been registered starting from the first ever registration of the player. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club.

Unless agreed otherwise between the respective clubs, the amount of training compensation due to each club entitled to it shall be payable in three (3) equal instalments: one upon the registration of the player; a second by the end of the registration period following the registration of the player; and a third by the end of the subsequent registration period.

- (ii) If a player, during the period in which he was an amateur player, prior to the attainment of twenty-one (21) years of age was transferred on loan to another Club, then training compensation shall be payable to such other Club and not the player's original Club.

Provided that, no training compensation shall be paid by the player's original Club, with respect to any season/s during the period of the player's training and education in which the original Club had given the player to another club, or other clubs, on a free loan, and such original Club is registering the player as a professional player for the first time. Training compensation shall still be paid by the player's original club with respect to any season/s during the period of the player's training and education, in which the original Club had given the player to another Club, or other Clubs, on an onerous loan, and such original Club is registering the player as a professional player for the first time.

This proviso shall not apply where the original Club had previously transferred the player to another Club, or other Clubs, definitively and then subsequently reacquires and registers the same player as a professional for the first time. In such cases training compensation shall still be due according to these regulations.

#### 4. Calculation of training compensation

- (i) The training compensation payable on the first registration of a professional player shall be calculated by multiplying the number of years the player has spent training with a Club between the ages of twelve (12) and twenty-one (21), with the 'training compensation co-efficient' set out in sub-article (ii) below, depending on the division of the National League organised by the Association in which the Club registering the player as a professional player is participating when such registration occurs, and the division in which the Club having the right to training compensation is participating when such registration occurs.

- (ii) The training compensation co-efficient shall be as set out in the below table:

		Club entitled to training compensation		
		Premier Division	Challenge League	National Amateur League
	Premier Division	€1,500	€1,500	€ 2,250

*Amended:  
08-06-20*

Club paying training compensation	Challenge League	€750	€1,000	€ 1,250
	National Amateur League	€750	€750	€500

(iii) *Repealed 08-06-2020*

(iv) *Repealed 08-06-2020*

(v) A Member Club which is entitled to receive training compensation from a Member Club under these regulations may renounce to such training compensation, or accept a lesser amount of training compensation, or accept training compensation in kind, or a multiple of all these options, provided that such renunciation or acceptance of a lesser amount or payment in kind is notified to the Association when the player is registered for the first time as a professional player. The document attesting such renunciation or acceptance of a lesser amount or payment in kind shall be signed by club officials as provided in Article 4.11.1. If such an agreement has been made, the Club registering the player as a professional player for the first time shall file such agreement with the filing of the registration of the player, as provided in Article 2.11.5(c).

*Introduced:  
08-06-20*

(vi) Where due to time constraints or lack of agreement with the Member Club(s) entitled to compensation, the registering Member Club opts to deposit the amount of training compensation with the Association as provided in Article 2.11.5(c), the Association shall within forty-five (45) days distribute the respective amount of training compensation to the Member Club(s) entitled to receive it. In such cases, the amount of compensation shall be determined by the Association on the basis of these Regulations and the registering Member Club or the Member Club(s) entitled to receive compensation may contest such amount subsequent to the filing of the registration, as provided below in Article 5 of this Annex. Should problems ensue with respect to the deposit made by the registering Member Club, the Association shall be entitled to debit the registering Member Club's account or employ other measures to ensure that the amount due is actually paid.

For the purposes of Article 2.11.5(c) and of this Annex, 'time constraints' shall mean that the request for registration of the player is submitted not more than seven (7) days from the end of a transfer window as defined in Article 4.4 of these Regulations.

## 5. Dispute Resolution

(i) If a dispute on the applicability or the amount of training compensation payable arises between the Clubs, then such dispute shall be decided upon by the Complaints Board of the Association following a claim made by any of the Clubs involved. The decision of the Complaints Board in such a matter may be appealed to the Appeals Board of the Association. A final decision on such dispute shall also contain an order against the Club having the obligation to pay training compensation, to effect such payment within sixty (60) days from the final decision.

*Amended:  
08-06-20*

(ii) Any dispute in relation to training compensation shall be filed within one (1) year from the registration of the player giving rise to such compensation.

### ANNEX III

#### OPERATIVE DISPOSITIONS CONNECTED WITH THE RULES REGARDING PLAYERS REGISTERED WITH MEMBER CLUBS VIS-À-VIS THE GOZO FA

1. In view of the geographical position of Gozo and because of the way that the Gozo FA is organised today the M.F.A. has granted to the GFA the status of “Regional Association”. As such the GFA has the right to organize a regional league for Gozitan clubs, comprising various divisions. Besides, it may also organise other competitions, including those for youths, so that, as far as possible, every Gozitan town or a village will have a representative team as a member of the Gozo FA.
2. The Gozo FA as such may also have a team registered as a member club of the M.F.A. representing Gozo, bearing the name, “Gozo FC”. This club, which should be a branch of the Gozo FA, will have the same rights and duties like any other Member Club in that National League Division where it is actually competing as long as this is not against any M.F.A. regulations or against these operative dispositions.
3. A player who is not also registered as a player of the M.F.A. under Article 79 of the Statute will be considered as not being registered with any club of the Gozo FA.
4. In the case of foreign players this registration will have to be accompanied by the FIFA International Clearance Certificate. A request for the issuing of this International Clearance Certificate is done by the M.F.A. only if it is forwarded by the Gozo FA and therefore it may not be done directly by a member club of the Gozo FA.
5. A player who is only registered with the Gozo FC is governed by the rules of the M.F.A., like any other player who is registered with any other Member Club. However, regarding compensation, a player who is registered with both the Gozo FC and with a club of the Gozo FA shall be considered as a player of the club of the Gozo FA and not as a player of the Gozo FC. In appropriate cases compensation will have to be paid to the club of the Gozo FA according to Article 81 of the MFA Statute<sup>1</sup>.
6.
  - (i)
    - (a) In the case of a free release issued by a Member Club to a player who desires to join a club of the Gozo FA, the said player has the duty to deposit this release form at the M.F.A. In order that this release form remains valid it will have to be deposited at the M.F.A. within seven (7) days of the date of issue.
    - (b) In the case where a Release Form had been issued to a player and had been duly deposited according to the regulations, the M.F.A., if requested by the player involved and by the Gozo FA, will send an authenticated copy of this Release Form to the Gozo FA. On its part, the Gozo FA will be obliged to send to the M.F.A., within fifteen (15) days, an authentic copy of the registration of the player, with a club of the Gozo FA. If this authentic copy of the registration is not received by the M.F.A. within the stipulated time the release will not be considered valid any more where it concerns the Gozo FA. Moreover the M.F.A. will be free to permit the said player to register with a Member Club.
  - (ii)
    - (a) In the case that an “On Loan Form” or a “Transfer Form” has been issued by a Member Club to a club of the Gozo FA, the On Loan Form (together with the registration of the player with a club of the Gozo FA) or the Transfer Form (together with the registration of the player with a club of the Gozo FA) must be deposited at the M.F.A. within seven (7) days from the date of registration. On its part the M.F.A. will send to the Gozo FA a copy of the On Loan Form or Transfer Form, whichever is the case, together with the original registration.
    - (b) In order to be considered valid every free release given to a player by a club of the Gozo FA will have to be issued by the Gozo FA. So as to remain valid this free release will have to be either deposited with the M.F.A. within seven (7) days from its date of issue or, within seven (7) days from its issue is deposited with the M.F.A. together with the registration of the player with a Member Club.
    - (c) In the case that a player is either given “on loan” or transferred from a club of the Gozo FA to a Member Club, the relative On Loan Form or Transfer Form, as the case may be, shall be issued by the Gozo FA and deposited with the M.F.A. together with the registration of the player with the Member Club within seven (7) days of the date of issue of the On Loan Form or Transfer Form.
    - (d) The conditions mentioned in paras. (a) (b) and (c) above do not concern the Gozo FC.
7.
  - (i) In order to avoid abuse, when a player who is registered with a Club affiliated with the Gozo F.A. is transferred to a Member Club, and within the next two (2) seasons such Member Club wants to transfer

*Amended:  
08-06-20*

*Amended:  
08-06-20*

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<sup>1</sup> Subject to approval of the AGM 2020, Article 81 of the Statute will peg GFA First Division Clubs with MFA First Division Clubs, and GFA Second Division Clubs with MFA National Amateur League Clubs.

such player to a Club affiliated with the Gozo FA which is different from the player's original club, the Club affiliated to the Gozo F.A. which had transferred the player to the Member Club shall have the right of first option to re-register the player provided that such player agrees to such a transfer.

- (ii) The Member Club shall inform in writing the Club affiliated with the Gozo F.A. entitled to the option, as well as the MFA and the Gozo F.A. of its intention to transfer such player to a Club affiliated with the Gozo F.A. and such Club shall, within fifteen (15) days of the notification, inform in writing the Member Club concerned whether it wants to make use of the option to obtain the services of the player.
  - (iii) If the Gozo Club fails to reply in writing within the stipulated time or fails to use the option within one (1) month of the notification, the Member Club shall be free to transfer the player to any other Club affiliated to the Gozo F.A.
  - (iv) In case that the Club affiliated to the Gozo F.A. wants to make use of the option but the player refuses to re-join his original Club, the transfer of such player to a Club affiliated to the Gozo F.A. shall not take place.
8. The M.F.A. has the right to produce new forms regarding "free release", "on loan" or "transfers" to be used by Member Clubs and by clubs of the Gozo FA regarding what is stipulated in this document.
9. The Executive Board has the right to amend, change or give an interpretation of these operative dispositions.

#### **ANNEX IV**

Repealed 08-06-2020

## ANNEX V

### REGULATIONS REGARDING WORKING WITH INTERMEDIARIES

#### 1. Preamble

- (i) These regulations govern the occupation of intermediaries who arrange players' transfers and players' contract within the Association or from the Association to another national football association or vice-versa.
- (ii) The use of the male gender in these regulations applies to both males and females.

#### 2. General Rules

- (i) Players and Member Clubs are permitted to call upon the services of an intermediary during negotiations with other players or clubs provided the intermediary is duly registered with the Association in the case of local transfers and international transfers or by another national football association in the case of international transfers, and for the negotiation of professional players' contracts.
- (ii) The intermediary is 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.
- (iii) 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 endeavours to ensure that the intermediaries sign the relevant Intermediary Declaration and the representation contract concluded between the parties.
- (iv) Players and clubs are forbidden from using the services of a non-registered intermediary.

#### 3. Application to act as an Intermediary

- (i) Any physical person, being either Maltese citizen or a permanent resident of Malta, provided he has lived constantly in Malta for at least two years, or a legal person, duly registered with the Malta Financial Services Authority, and wishing to act as an intermediary, shall send a written application to the Association.
- (ii) The applicant, being a physical person, must possess those educational requirements as established in Annex A of these regulations and the application must be accompanied by those documents mentioned in Annex A. In the case of a legal person, such legal person must file with the Association those documents mentioned in Annex A.

Provided that any physical person who shall act as an intermediary on behalf of a legal person shall be registered as an intermediary with the Association as a physical person.

- (iii) The applicant, being either a physical person or legal person, must have an impeccable reputation as otherwise his application will be disregarded.
- (iv) The Secretariat of the MFA shall decide whether the applicant fulfills the basic requirements to enable him to act as an intermediary.
- (v) A natural person or a legal person may apply for registration as an intermediary.
- (vi) An applicant may not, under any circumstances, hold a position with FIFA, a confederation, a national association, a club or any organisation connected with these institutions.
- (vii) Upon receiving an application for registration as an intermediary, the Secretariat of the MFA shall check whether it complies with the prerequisites stipulated by these regulations.
- (viii) If the application is acceptable, the Secretariat of the MFA shall register the applicant as an Intermediary.

#### 4. Registration of Intermediaries

- (i) The Intermediary shall be registered with the MFA for an unlimited period and shall be authorised to carry out transactions on a worldwide basis.

- (ii) As soon as the intermediary has received confirmation of his registration with the MFA, he will be entitled to use the following designation in business relations after his name: "Intermediary Registered with the Malta Football Association".
- (iii) The MFA shall implement a registration system for intermediaries that has to be publicised. Intermediaries must be registered in the relevant registration system every time they are individually involved in a specific transaction.
- (iv) Within the scope of the above-mentioned registration system, clubs and players who engage the services of an intermediary are required to submit at least the Intermediary Declaration in accordance with annexes B and/or C of these regulations. The MFA may request further information and/or documentation.
- (v) Following the conclusion of the relevant transaction, a player engaging the services of an intermediary 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 the association. In case of renegotiation of an employment contract, a player engaging the services of an intermediary must also provide the association of his current club with the same documentation.
- (vi) Following the conclusion of the relevant transaction, a club engaging the services of an intermediary must submit to the association of the club with which the player in question is to be registered at least the Intermediary Declaration and any other documentation required by the association. If the releasing club engaged the services of an intermediary, that club shall also submit a copy of the Intermediary Declaration to its association.
- (vii) The aforementioned notification by players and clubs must be made each time any activity within the scope of Article 1(i) of these regulations takes place.

## **5. Rights and obligations of Registered Intermediaries**

- (i) A registered intermediary has the right:
  - a. to contact every player who is not, or is no longer, under contract with a club;
  - b. to represent the interests of any player or club that requests him to negotiate and/or conclude contracts on his/its behalf;
  - c. to take care of the interests of any player who requests him to do so;
  - d. to take care of the interests of any club which requests him to do so.
- (ii) An intermediary registered with the MFA is required:
  - a. to adhere, without fail, to the statutes and regulations of the MFA, the football confederations and FIFA;
  - b. to ensure that every transaction concluded as a result of his involvement complies with the provisions of the aforementioned statutes, rules and regulations;
  - c. never to approach a player who is under contract with a club with the aim of persuading him to terminate his contract prematurely or to flout the rights and duties stipulated in the contract;
  - d. to represent only one party when negotiating a transfer;
  - e. to give, at request, the relevant body at each national association and/or FIFA all of the requisite information and to send in the necessary papers;
  - f. to ensure that his name, signature and the name of his client appear in the relevant contracts resulting from every transaction in which he is involved;
  - g. to comply with the relevant public law provisions governing job placement in the country where the player is to provide his services.
- (iii) An intermediary registered with the MFA is required to pay an annual fee of five hundred euro (€500) to the MFA:
  - a. The first payment shall be effected with the application and shall cover the period of two (2) years, commencing on the date when the intermediary is informed that his application has been accepted.

- b. If the application is not accepted, this payment will be refunded to the applicant.
- c. If the intermediary fails to renew his registration by paying the annual fee mentioned above, the Malta Football Association shall withdraw the registration of the intermediary one (1) month after the date of validity of his registration.
- d. If an intermediary has his registration withdrawn and wishes to be registered again as an intermediary with the MFA, he has to submit a new application.

## 6. Representation Contract

- (i) An intermediary may represent or take care of the interests of a player or a club only if he has concluded a written contract with the player or club.
- (ii) Such a contract shall be limited to a period not exceeding two (2) years but may be renewed in writing at the express request of both parties. It may not be tacitly prolonged.
- (iii) 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.
- (iv) 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 the country in which the player is domiciled. The contract shall explicitly mention who is responsible for paying the intermediary fee, the type of fee and the prerequisite terms for the payment of the fee.
- (v) The representation contract shall be issued in quadruple and duly signed by both parties. The player or the club shall keep the first copy and the intermediary the second. The intermediary registered with the MFA shall send the third and fourth copies to the MFA, or the national association to which the player or club belongs, for registration within fourteen (14) days of their having been signed. The MFA shall keep a register of the contracts being received. Copies of the contracts shall be sent to FIFA upon request.

## 7. Disclosure and publication

- (i) Players and/or clubs are required to disclose to the MFA 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, 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.
- (ii) 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.
- (iii) The MFA 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, the MFA shall also publish the total amount of all remunerations or payments actually made to intermediaries by its registered players and by each of its affiliated clubs. The figures to be published are the consolidated total figure for all players and the individual clubs' consolidated total figure.

- (iv) The MFA may also make available to its 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.
- (v) The MFA shall publish the names of those intermediaries who have terminated their activities and notify FIFA and UEFA immediately.

## **8. Payments to intermediaries**

- (i) 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 (i.e. excluding other benefits such as a car, a flat, point premiums and/or any kind of bonus or privilege) that the intermediary has negotiated for him for the entire duration of the player's contract.
- (ii) The intermediary and the player shall decide in advance whether the player will 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 will pay annual installments at the end of a contractual year.
- (iii) If the intermediary and the player do not decide on a lump sum payment and the player's employment contract negotiated by the intermediary on his behalf lasts longer than the representation contract between the intermediary and the player, the intermediary is entitled to annual remuneration even after expiry of the representation contract. This entitlement lasts until the player's employment contract expires or as soon as the player signs a new employment contract without the help of the same intermediary.
- (iv) a. The total amount of remuneration per transaction due to the intermediary who has been engaged to act on the player's behalf shall not exceed three percent (3%) of the player's basic gross income for the entire duration of the player's contract.  
b. The total amount of remuneration per transaction due to the intermediary who has been engaged to act on a club's behalf, in order to conclude an employment contract with a player should not exceed three percent (3%) of the player's eventual basic gross income for the entire duration of the player's contract.  
c. The total amount of remuneration per transaction due to the intermediary who has been engaged to act on the club's behalf in order to conclude a transfer agreement shall not exceed three percent (3%) of the eventual transfer fee paid in connection with the relevant transfer of the player.
- (v) An intermediary 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.
- (vi) 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.
- (vii) Subject to sub-article (viii) and Article 9 below, any payment for the services of an intermediary shall be made exclusively by the client of the intermediary to the intermediary.
- (viii) 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.
- (ix) Officials, as defined in Article 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.
- (x) 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.

## **9. Conflicts of interest**

- (i) 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.

- (ii) 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.
- (iii) 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 sub-article (ii) 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 MFA of any such agreement and accordingly submit all the aforementioned written documents within the registration process.

## 10. Sanctions

- (i) An Intermediary registered with the MFA who abuses the rights accorded to him, or contravenes any of the duties stipulated in these regulations, shall be liable to sanctions from the Control and Disciplinary Board of the Association.
- (ii) The following sanctions may be pronounced by the MFA or by FIFA:
  - a. a caution, censure, or warning;
  - b. a fine;
  - c. suspension of the registration as an intermediary;
  - d. withdrawal of the registration as an intermediary.

The sanctions may be imposed cumulatively.

- (iii) FIFA shall have the right to direct the MFA to mandatorily withdraw the registration of an intermediary.

## 11. Players' duties

- (i) Players may only call upon the services of an intermediary who is registered with a national association in compliance with these regulations.
- (ii) The intermediary's name and signature shall, without fail, appear in the relevant employment contract(s) in every transaction in which a intermediary represents the players' interests.
- (iii) If a player does not use the services of an intermediary, this fact shall also be explicitly stated in the relevant employment contract.
- (iv) If a player who is registered with the MFA engages the services of a non-registered intermediary, the MFA (in the case of a national transfer) or FIFA (in the case of an international transfer) may take this fact into account when judging a player's situation in any dispute arising as a result of such contracts. Furthermore, the Control and Disciplinary Board of the Association may punish the player:
  - a. with a caution, censure or warning;
  - b. with a maximum fine of seven thousand Euro (€7,000);
  - c. with a disciplinary suspension of up to twelve (12) months.

These sanctions may be imposed cumulatively.

## 12. Duties of the Member Clubs

- (i) Member Clubs which wish to engage the services of a player may only deal either: with the player himself; or with a player's intermediary who is registered by a FIFA national association in compliance with the provisions of these regulations.
- (ii) For every transaction in which an intermediary represents the interests of a club, his name and signature shall, without fail, appear in the relevant transfer and/or employment contract/s.
- (iii) If the club does not use the services of a intermediary, this fact shall also be explicitly mentioned in the relevant transfer and/or employment contract/s.
- (iv) A Member Club which pays another Member Club compensation shall pay it directly to the beneficiary club. It is strictly forbidden for the club making the remittance to pay any of the amount, either partially or wholly, to the intermediary, not even as remuneration.
- (v) A Member Club that infringes any of the above sub-articles will be liable to the following sanctions by the MFA, in the case of a national transfer, and by FIFA, in the case of an international transfer:
  - a. a caution, censure or warning;

- b. suspension of any or all of its committee members or the members of the board of directors, as the case may be, for up to twelve (12) months;
- c. a fine of a maximum of thirteen thousand Euro (€13,000);
- d. a ban on any national and/or international players' transfers for at least three (3) months;
- e. a ban on any kind of national and/or international football activity.

The sanctions may be imposed cumulatively.

In addition, any transaction which a club makes in contravention of the above-mentioned articles will be declared null and void.

### **13. Disputes**

- (i) In the event of disputes between an intermediary and a player, a club and/or another intermediary, all of whom are registered with the MFA, the competent body to deal with such disputes is the Complaints Board of the Association.
- (ii) The Complaints Board shall deal with the case and take a decision. The rules governing the Complaints Board, including the right of appeal from decisions of the Complaints Board shall apply.
- (iii) Any other complaint not covered by sub-article (i) above shall be submitted to the FIFA Players' Status Committee.

### **14. Final provisions**

- (i) The Executive Board of the Association shall have the final say on any matters not provided for under these regulations.
- (ii) With the coming into force of these provisions, the previous players' agents licensing system shall be abandoned and all existing licences will lose validity with immediate effect.
- (iii) These regulations shall come into effect on the 30<sup>th</sup> July 2015.

## Annexe V(A): Basic Requirements

### I. A PHYSICAL PERSON

#### Basic Conditions Required

An education at ordinary level.

Proficiency in the English language (spoken and written).

A basic knowledge of the Malta F.A. Statute.

A sound knowledge of the Malta F.A. rules and regulations dealing with Member Clubs and with registered players.

A sound knowledge of the Malta F.A. Regulations Regarding Working With Intermediaries.

A basic knowledge of the FIFA and UEFA Statutes.

A sound knowledge of the FIFA Regulations for the Status and Transfers of Players.

A basic knowledge of Maltese Civil Law dealing with Persons and Obligations in General.

A basic knowledge of Maltese Labour, Social Security and Taxation Laws.

#### Documents Required

*All documents can be submitted as a verified true copy by an advocate, notary public or legal procurator having the warrant to exercise such profession in the Republic of Malta.*

An official birth certificate.

An authenticated copy of the applicant's Maltese Identity Card, or National Passport.

A Secondary School Leaving Certificate attesting that the applicant has completed Form Five (V) or equivalent.

A recent Police Conduct Certificate from the person's country of residence.

A declaration by the applicant that he has never been found guilty by a Maltese Court or a foreign court of a criminal offence and that he is not currently undergoing any criminal proceedings anywhere.

A recent utility bill attesting the address of the person.

A letter of recommendation by the bank in which the person holds his main bank account.

### II. A LEGAL PERSON

#### Documents Required

*All documents can be submitted as a verified true copy by an advocate, notary public or legal procurator having the warrant to exercise such profession in the Republic of Malta.*

A certificate of good standing issued by the relevant legal registering authority.

A letter of recommendation by the bank in which the person holds his main bank account.

## Annexe V(B): 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 the MFA, other associations and confederations, 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 Article 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 I have no contractual relationship with leagues, associations, 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(vi) of the MFA 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(x) of the MFA Regulations on Working with Intermediaries, that I shall not accept any payment from any party if the player concerned is a minor.
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.
8. I consent, pursuant to article 6(i) of the MFA 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(i) of the MFA Regulations on Working with Intermediaries, to the leagues, associations, 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 5(v) of the MFA Regulations on Working with Intermediaries, the MFA to hold and process any data for the purpose of their publication.
11. I consent, pursuant to article 8 of the MFA Regulations on Working with Intermediaries, the MFA to publish details of any disciplinary sanctions taken against me and inform 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 MFA.
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 association 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 MFA immediately.

.....

.....

(Place and date)

(Signature)

**Annexe C: 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 the MFA, other associations 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 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 leagues, associations, 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 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 its activities as intermediary.
5. I declare, pursuant to article 7(vi) of the MFA Regulations on Working with Intermediaries, that neither the company I represent nor I myself 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(x) of the MFA Regulations on Working with Intermediaries, that neither the company I represent nor I myself shall accept any payment from any party if the player concerned is a minor.
7. I declare that neither the company I represent nor I myself 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(i) of the MFA Regulations on Working with Intermediaries, to the associations 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(i) of the MFA Regulations on Working with Intermediaries, to the leagues, associations, confederations 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 5(v) of the MFA Regulations on Working with Intermediaries, to the MFA the holding and processing any data for the purpose of their publication.

11. On behalf of the company I represent, I consent, pursuant to article 8 of the MFA Regulations on Working with Intermediaries, to the MFA the 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 MFA.
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 association 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 MFA immediately.

.....

(Place and date)

.....

(Signature)

## ANNEX VI

### REGULATIONS ON THE ONLINE REGISTRATION OF PLAYERS AND RELATED TRANSACTIONS

*(Introduced on 26th June 2018)*

1. The data information system 'COMET' (Competitions Management Expert System) is hereby adopted by the Association. It provides member clubs and member associations with a web-based data platform designed among others to administer and monitor the registration, transfer, and release of players.
2. The use of COMET is mandatory for all registrations of male and female players. In the following articles of the present annex, the term "player" will refer to male and female players and the term 'Member Club' will include Associated Clubs.
3. Depending on the type of instruction, a variety of information must be entered.
4. Any reference in the Association's rules and regulations to the filing of forms relating to the registration, transfer, transfer on loan, and release of players shall refer to the submission of the relative transaction in COMET.
5. **Users**
  - i) The MFA is responsible for managing user access and defining criteria to be an authorised user.
  - ii) All users shall act in good faith.
  - iii) All users shall check COMET at regular intervals on a daily basis.
  - iv) Users are responsible for ensuring that they have all the necessary equipment to fulfil their obligations.

#### 6. Member Clubs

- i) Clubs are responsible for entering and submitting player registration and/or transfer instructions in COMET and for ensuring that the required information matches. This also includes uploading the required supporting documents.
- ii) Clubs are responsible for ensuring that they have the necessary training and know-how in order to fulfil their obligations. In this regard, clubs shall appoint and duly authorise users who are trained to operate COMET on their behalf and shall be responsible for the training of a replacement user if required, so that clubs are at all times in a position to fulfil their obligations in COMET.

#### 7. Member Associations

- i) Where applicable, Member Associations are responsible for maintaining their respective Association details, as well as those of their clubs and/or competitions.
- ii) Member Associations are responsible for ensuring that they have the necessary training and know-how in order to fulfil their obligations. In this regard, each Member Association shall appoint a COMET user and, at least, one backup user who are trained to operate COMET. Associations shall be responsible for the training of a replacement COMET user if required, so that associations are at all times in a position to fulfil their obligations in COMET.
- iii) The various competent departments within the Malta Football Association General Secretariat are responsible for monitoring and approving or otherwise submissions made by Member Clubs and Member Associations.

#### 8. Confidentiality

Clubs will keep all data obtained based on the access to COMET strictly confidential and take all reasonable measures and apply the highest degree of care in order to guarantee at all times complete confidentiality.

Furthermore, clubs and member associations will use the confidential information exclusively for the purpose of accomplishing player transactions in which they are directly involved.

Clubs and Member Associations will ensure that only authorised users have access to COMET. Furthermore, they will select, instruct and control the authorised users with the highest possible care.

#### 9. Obligations of clubs and member associations

- i) Clubs must ensure that their contact details are valid and kept up to date at all times.
- ii) Clubs must provide the compulsory data required by the specific transaction they intend to complete. Clubs

are also obliged to upload at least the mandatory documents to support the information that has been entered in COMET.

- iii) Member Associations must use COMET in connection with first registration of players. Where applicable, Member Associations shall also ensure that their respective registered clubs' details are valid and kept up to date at all times.
- iv) Clubs and Member Associations are responsible for and shall be obliged to maintain original documents, copies of which are uploaded in COMET. They shall comply, upon reasonable notice, with requests for any original documents, information or any other material of any nature held by them. In addition, they shall comply with the procurement and provision of documents, information or any other material of any nature not held by them but which they are entitled to obtain. Noncompliance with these requests from the relevant MFA department may lead to sanctions imposed by the Control and Disciplinary Board.

#### **10. Role of the Association**

- i) Upon request, the relevant MFA department will deal with any validation of data or instructions entered by clubs or member associations.
- ii) Within the scope of proceedings pertaining to the application of its regulations, the MFA may use any documentation or evidence generated by or contained in COMET.

#### **11. Administrative procedure governing the registration and transfer of players**

- i) The request for registration, transfer, transfer on loan, or release of any player shall be submitted via COMET.
- ii) The Association shall not accept an application for registration of a Player transferring from one Club to another unless both the Club with which the Player is currently registered and the proposed new Club have complied with the Association's procedures current at that time including any requirement for the consent of the current Club to the transfer of the Player.
- iii) At the very latest, players must be duly and correctly submitted into COMET by midnight of the day preceding the last Working Day prior to the match in which they wish to participate.
- iv) For the purposes of the registration periods mentioned in Article 4.4 of these Regulations, without prejudice to Articles 2.1.4 and Article 3.1.7, players must be duly and correctly submitted into COMET by midnight of the transfer window in question.

*Amended:  
26-09-18*

*Introduced:  
08-06-20*

#### **12. Registration of new players, transfers and transfers on loan**

- i) When entering the relevant data, depending on the selected instruction type, the new club shall upload onto COMET those documents deemed mandatory according to the type of registration. Documents must be uploaded in the format required by the relevant MFA department.
- ii) A player is not eligible to play in official matches for his/her new club until the Association confirms that the aforementioned necessary procedure has been followed correctly and that the required documentation has been uploaded and validated by the Association.
- iii) Upon notification in the system that a transfer instruction is awaiting response from a club, such club shall be bound to action that instruction accordingly within 2 working days. Failure to do so may lead to disciplinary sanctions.
- iv) Upon receipt of an instruction through COMET, the Association shall as soon as possible confirm whether the transaction has been duly and correctly completed and whether the necessary documents have been uploaded. Consequently, the Association shall either validate and confirm the transaction or reject the transaction and indicate in COMET the reason for rejection.

#### **13. Sanctions**

- i) Sanctions may be imposed on any club or member association that violates any of the provisions of the present annex.
- ii) Sanctions may also be imposed on any club or member association found to have entered untrue or false data into the system or for having misused COMET for illegitimate purposes.
- iii) Clubs and Member Associations are liable for the actions and information entered by their respective COMET users.

- iv) The following sanctions may be imposed on member associations and clubs for violation of the present annex in accordance:
- a reprimand/warning;
  - a fine;
  - a prohibition from registering or transferring or releasing players for a definite period;
  - exclusion from a competition.

These sanctions may be imposed separately or in combination.

#### **14. Competence**

The Control and Disciplinary Board is responsible for imposing sanctions in accordance with these regulations.

Sanction proceedings may be initiated by the General Secretary, either on his own initiative or at the request of any party concerned.