



## Legal Status of a Professional Player's Agent: A Study of the Professional Football Contract

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### ABSTRACT

### Original Research Article

A professional player's agent is a person licensed under the regulations of FIFA and national football associations to represent players, coaches, or sports institutions in contractual and professional matters. The increasing commercialization of modern sport has strengthened the role of sports agents in negotiating contracts, managing transfers, and supporting athletes' professional careers.

This study examines the legal status of the professional player's agent and the contractual nature of the relationship between the agent and the athlete. It adopts a descriptive, analytical, and comparative legal approach, analysing Iraqi, Egyptian, and French legislation alongside FIFA regulations governing sports intermediaries and agents.

The research focuses on the historical development of the sports agency profession, the legal classification of the agency contract, and the scope of the agent's professional responsibilities. It also evaluates the compatibility of sports agency with other professional roles, particularly the legal profession.

The study concludes that the sports agency contract represents a special hybrid contractual relationship combining elements of agency and mediation, and that clearer legislative regulation is required in national systems to ensure legal certainty and effective governance in professional sport.

**Keywords:** Sports Agency, Professional Football Contract, Player's Agent, FIFA Regulations, Sports Law.

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## Introduction

A professional player's agent is a person licensed by FIFA (the international federation) who represents players, coaches, or federations, and may act as an agent for more than one player or sports organization. He has many duties, the most important of which include negotiating contracts, communicating with clubs, and developing the players' sporting and professional careers. He must also have a strong network of relationships in the world of sports.

The emergence of sports competition, which is one of the fundamental aspects of sporting activity, means that major football clubs need to maintain their advanced positions in order to preserve their reputations, generate financial returns, satisfy fans, and avoid their dissatisfaction. Therefore, it is

necessary to form a team that includes all the essential elements: professional players, a professional coach, and the other basic components on which the team depends, including administrative and logistical support.

Accordingly, communication with players from different clubs is often carried out through individuals who possess experience in performing such tasks, especially when club management cannot reach the player directly because of contractual obligations or other professional commitments. In such cases, communication is conducted through an authorized person called a player's agent. The agent's duty is to negotiate the professional contract, transfer, or training arrangements of the player with relevant professionals such as coaches, fitness trainers, nutritionists, and club officials.

The agent may act on behalf of the player in legal and contractual matters in accordance with the regulations of the national federation and FIFA.

Opening words: FIFA – National Federation – Sports Agent – Broker – Professional Player.

## Importance of the Research

The agency contract is one of the essential contracts in practical life, in which one person acts on behalf of another to perform specific, known, and permissible actions. (Article 927, Civil Code). The agency has also appeared prominently in the sports field; however, we did not find specific legislation regulating this type of agency.

This raises the question of the legal status of the agent: is it governed by general legal rules, or by the regulations and systems of football federations or the Olympic Committee? In this research, we will examine the tasks of the sports agent and the laws that govern this relationship.

## Research Problem

Given the importance of the agency relationship between the professional player and the agent, it appears that no specific legislation regulates it. Therefore, this research will explain the significance of this relationship, the agent's role in negotiating and concluding the professional contract, the financial aspects related to the contract, and the legal effects and nature of this contractual relationship.

## Research Methodology

We rely on a descriptive, analytical, and comparative legal approach that examines Iraqi, Egyptian, and French legislation, in addition to relevant national and international sports regulations, particularly those issued by FIFA.

## Research Plan

We will divide the study into a section entitled "The Nature of the Sports Agency Contract," which will be divided into two parts: the first will be the historical development of the sports agent profession, and the second will be entitled "The Position of Sports Legislation on the Professional Player's Agent."

## The Nature of the Sports Agency Contract

Before delving into the issue of the professional player's agent's civil liability, it is necessary to define the agency contract in Arab legal codes. The most important of these codes, whose provisions will be used to support this research, are the Iraqi and Egyptian civil codes.

In Iraqi civil law, Article 927 defines the agency contract as "a contract by which a person appoints another to act on his behalf in a permissible and known transaction." The Egyptian

Civil Code, in Article 699, defines it as "a contract by which the agent undertakes to perform a legal act on behalf of the principal." Therefore, the agency contract has the following characteristics: it is a consensual contract that may require formal elements, the agent is obligated to perform a legal act on behalf of the principal, and the subject of the contract is always a legal act.

The Iraqi legislator, in defining the agency contract, referred to a person acting on behalf of another in a permissible and known transaction without specifying the nature of the transaction. In contrast, the Egyptian legislator explicitly stated that it is a legal act. The Egyptian legislator was more precise in its wording, given that agency always concerns a legal transaction.

As for the Lebanese legislator, the agency contract is defined in the Lebanese Code of Obligations and Contracts, Article 769, as "a contract by which the principal authorizes the agent to handle one or more matters or to perform one or more actions, and the agent's acceptance is required. Acceptance may be implicit and may be inferred from the agent's performance."

The Lebanese legislator adopted a definition that differs from the Iraqi and Egyptian legislation in that it did not explicitly classify the agency as a legal act. (1)

The agency contract is one of the contracts expressly regulated by legislation. It is considered one of the named contracts, meaning that the legislator has set specific provisions for it, and it requires the essential elements of consent, subject matter, and cause. To study the issue in detail, it is necessary to examine the historical development of the sports agency profession.

## The Historical Development of the Sports Agent Profession

When examining the origins of sports, it is found that they were practiced as hobbies since ancient times, such as wrestling, horsemanship, and archery. They then developed alongside human life. As a result of this development, sports became financially rewarding, and the player needed someone to represent him because it became difficult for him to do so himself due to his preoccupation with training, physical preparation, and other obligations. Therefore, a representative became necessary. Thus, the idea of the agent, or what is called in Iraq the sports intermediary, emerged. (2) Accordingly, these stages will be explained sequentially as follows:

### First: In the Nineteenth Century

The first activities of player agents in the United States appeared in 1865 in the field of baseball. The idea was adopted by a baseball player named Albert G. Spalding, who was one of the stars of the game in America and contributed to its development by convincing players to continue playing

in exchange for a weekly payment, which encouraged amateur players to continue in the sport.

### Secondly: In Europe

The idea of professional sports, particularly in football, emerged in the English city of Sheffield in the nineteenth century. By 1876, the agent's role involved identifying players in England, negotiating with clubs, and securing professional contracts and transfers for them. Their work developed further after the organization of sports competitions, and English clubs began to recruit players from Europe, that is, from outside Britain. However, the more organized practice of sports agency appeared in 1925 when Charles C. Pyle negotiated a professional contract on behalf of the player Harold "Red" Grange (3) with a club in Chicago.

In Italy, the activity of agents appeared clearly in 1950 when an official transfer market called *Calciomercato* was established to organize intermediary activities and hold periodic meetings for them.

### Third: The Modern Stage

Historical developments indicate that the work of sports agents declined after 1950, as club managers and owners began to undertake the contracting and negotiation process themselves. As a result, the agent profession stagnated due to reduced interaction and imposed restrictions. Consequently, agents resorted to the American judiciary, and the Court of Appeals in the United States issued decision No. 76-1184 in 1976 (4), which removed certain restrictive conditions in a case known as the *Mackey* case.

Athletes' unions and associations also attempted to negotiate with team owners, and several agreements emerged that contributed to the development of the free agency system. As a result, the agency system began to expand, and professional players increasingly benefited from the services of agents or intermediaries. Legislative measures were subsequently enacted in the United States to protect athletes, leading to the adoption of the **Uniform Athlete Agents Act**, which was implemented in several states.

### The Emergence of Sports Agents Law in France

In France, the legislature recognized the profession of sports agents through Sports Law No. 610 issued on 16 July 1984, known as the Avice Law. It was amended in 1992 by Law No. 652 issued on 13 June 1993. This amendment specifically addressed player agents, replacing the term "agent" with "intermediary." Further amendments were introduced by Law No. 627 of 2000, which added specific provisions regulating the profession of sports agents (5). Thus, the term "agent" in France was replaced by "intermediary," and Iraqi regulations also refer to it as sports mediation.

## The Position of Sports Legislation Regarding Sports Agents

Fair competition in football and every club's ambition to achieve top positions lead clubs to search for players who can fulfill their objectives, often through negotiations conducted by players' agents. Therefore, the agent's role includes negotiating professional contracts, transfers, training arrangements, or the return of an athlete to another club, as well as carrying out legal actions on behalf of the player, since the agent has a prior contract with the player authorizing him to act on his behalf.

### First: Iraqi and Egyptian Legislation

#### Iraqi Legislation

The Iraqi legislator did not regulate the activities of sports agents in Iraqi legislation, including Law No. 16 of 1986, the Sports Clubs Law No. 18 of 1986 as amended, and the Iraqi Olympic Committee Law No. 20 of 1986 as amended. However, the Iraqi Football Association issued a regulation entitled *Regulation for the Work of Intermediaries* in 2015, which entered into force on 1/4/2015, stating:

#### a) Introduction

It indicated that, based on Decision No. 64 of 2015 issued by the General Assembly of the International Federation (FIFA), which cancelled the player agent system and adopted a new regulation under the title "intermediaries," its implementation became binding on national federations. Accordingly, the Iraqi Federation issued a regulation governing sports intermediaries.

The regulation defined the intermediary as:

#### b) Definition of the Intermediary According to the Regulation

"A natural person or legal entity that represents players and clubs, or one of them, with or without financial compensation, in negotiations to conclude an employment contract, or in negotiations related to transfer or re-signing agreements."

The regulation stipulated in Article (2) that clubs may use intermediaries in:

1. Concluding an employment contract between the player and the club.
2. Concluding a transfer or re-signing agreement between two clubs and a player.

The general principles governing the intermediary's work were set out in Article (3).

According to this definition, the regulation referred to the "ordinary person," the "natural person," and the "legal person." However, the terms "ordinary" and "natural" have the same meaning, whereas "legal person" refers to a juridical entity. The regulation also stated that the intermediary may represent both players and clubs simultaneously, which may

disturb the balance of interests if the agent works with the same club. Therefore, the wording should be amended to read “players or the club or one of them.”

It is understood from the regulation that the intermediary’s contract is treated as an employment contract between the player and the club, although the law does not determine the type of contract between them, and it is generally agreed that it is a special type of contract rather than an employment contract. Moreover, Article (2) did not refer to training services or legal advice.

From this, it can be concluded that the regulation treated the agent’s contract as an employment contract and limited the agent’s role to representing the player in professional contracts, transfers, or re-signings, while overlooking other functions of sports intermediaries, such as organizing matches, which are recognized in FIFA regulations (6).

Therefore, the definition should have been comprehensive and inclusive, covering all functions of sports intermediaries as stipulated in FIFA regulations, and clarifying the role of the agent whether representing a player, coach, club, or acting as a match agent.

It is also noted that the Iraqi regulation contradicts FIFA regulations, which define a player’s agent as “a natural person who presents athletes to clubs for the purpose of negotiating or renegotiating, in return for a fee, an employment contract or transfer agreement in accordance with the provisions of these regulations.”

This means that FIFA regulations emphasize the natural person exclusively, and the legal person is excluded from the definition. Accordingly, the agent must be a natural person, not a legal entity.

## Egyptian Sports Legislation

### a) The Position of the Egyptian Sports Legislator

All national federations that operate under the regulations of the International Federation, such as the Iraqi and Egyptian federations, follow FIFA regulations. The Iraqi legislator regulates the work of agents under the term “brokerage relationship,” while we did not find any similar explicit regulation in Egypt.

As for Egyptian sports legislation, represented in the guiding statutes of the Football Association, it includes several definitions relating to the elements of the game, such as athletes, coaches, administrators, referees, sports agents, coaches’ agents, accredited match agents, and others (7).

Article (3) states that one of the objectives of the Egyptian Football Association is to regulate the professionalism of athletes, their transfers, and their contracts. Article (41), concerning the Disciplinary Committee, specifies the persons subject to the Federation’s disciplinary system, including athletes’ agents and match agents. Although the Federation

refers to these categories, it relies on FIFA regulations to govern their activities and to impose disciplinary measures.

This is further confirmed by Article (42), Clause (3), relating to ethics and values, which provides that the Committee shall apply the penalties contained in its regulations or those contained in FIFA disciplinary regulations to members, clubs, administrators, match agents, athletes’ agents, and all elements of the game.

It is therefore clear that the Egyptian Federation recognizes players’ agents and match agents as components of the game and subjects them to disciplinary rules derived from FIFA regulations. However, it does not provide independent definitions of players’ agents or match agents, nor does it regulate the conditions of their work, instead relying primarily on FIFA regulations.

### b) The Position of the French Sports Legislator

French sports law (Article L.222-7 of the *Code du Sport*, France) defines the sports agency contract as a contract whereby a licensed person mediates the conclusion of a training or professional sports contract, or any other contract related to the practice of sporting activity, in return for a fee between specified parties (a player, coach, or club), or concludes it on behalf of the athlete, coach, or club in return for financial remuneration (8).

**Comparison:** When referring to the regulations governing sports intermediaries issued by the Iraqi Federation and comparing them with French legislation, it appears that the French legislator considers the sports agency contract to be a contract concluded by a licensed person who has the authority to conclude a training or professional sports contract on behalf of the athlete, club, or coach. The French legislator refers to remuneration rather than wages.

The Iraqi regulations governing intermediaries state that the terms “ordinary person” and “natural person” are synonymous and that intermediaries may represent clubs or players, without specifying the legal nature of the relationship between the intermediary and the represented party, whether contractual or otherwise. Furthermore, the agent acts as an intermediary but is not authorized to sign on behalf of the client unless a prior agreement exists. This represents a clear legislative deficiency, and it is therefore necessary for the Iraqi legislator to amend these regulations.

This comparison reveals a legislative gap in Iraqi regulation, particularly in defining the legal status and scope of authority of sports agents in line with international standards.

The regulations of the International Basketball Federation define the sports agency contract as “a contract by which a licensed agent concludes an international transfer contract on behalf of an athlete or coach, provides advice on it, or negotiates and concludes a sports employment contract on behalf of clubs in return for a fee.”

## Definition under FIFA Regulations

Article (14) of FIFA regulations defines a player's agent as "a natural person who presents athletes to clubs for the purpose of negotiating or renegotiating, in return for a fee, an employment contract or a transfer agreement, subject to the provisions contained in these regulations" (9).

It should be noted that this analysis also takes into account the recent FIFA Football Agent Regulations issued in 2022–2023, which reflect the contemporary regulatory framework governing sports agents.

This definition implies:

1. The sports agent must be a natural person, not a legal entity.
2. The agent operates under an agency contract governed by civil law, including Iraqi legislation. Accordingly, the Iraqi Federation should amend its regulations and distinguish between a player agent and an organizer of sporting activity, since the former performs legal acts while the latter performs organizational or service functions.

## Thirdly – The Concept of a Sports Agent in Legal Doctrine

Some legal scholars define a sports agent as a person who brings together the viewpoints of the athlete and the club to conclude a sports employment contract or transfer agreement in return for financial compensation (10).

Another view defines the sports agency contract as a contract by which a person (the athlete, coach, or club) appoints another person (the sports agent) and authorizes him to perform specific legal actions on his behalf, such as concluding sports service contracts, marketing contracts, or other agreements.

A further doctrinal approach defines the sports agent as a natural person who performs one or more of the following activities:

- a) Reconciling the interests of sports parties to conclude a contract related to paid sports activity, such as a professional player contract or transfer.
- b) Negotiating and concluding several contracts on behalf of the athlete, including image, advertising, and sponsorship agreements.
- c) Organizing sporting events.
- d) Managing the athlete's financial or commercial interests.
- e) Providing advice concerning the management of the sports profession.

This definition expands the scope of the agent's work (11). It also distinguishes between the agent of a sports organization and the player's agent. The sports agency contract is considered a legal act, as it is a contract regulated by Iraqi and Egyptian legislation under which the agent acts on behalf of the client. All the agent's actions must serve the client's

interests, and he may not exceed the limits of the agency; otherwise, his actions are considered ineffective.

## The Tasks of a Sports Agent

Sports agents play a vital role in athletes' lives today. It is rare to find a player who aspires to fame, financial success, and playing for major clubs without an agent who manages his relationship with the club, his transfers, provides advice, and oversees aspects of his finances. Therefore, the following section explains some of the agent's tasks:

### First: Negotiating Contracts

Negotiation is the most critical stage in the player transfer process (12). A successful negotiator must possess experience, skill, and sound judgment, and must be highly attentive to the player's interests. He must address the player's concerns, keep him informed of developments during negotiations, and work toward reaching an agreement that enables the player to join the club considered most suitable for him. Therefore, negotiation represents the primary service that the agent provides to his client (the athlete).

Accordingly, the negotiator must have extensive experience in the sports field and the sports market, as well as a thorough understanding of contractual procedures and their implications, in order to protect the interests of the party on whose behalf he negotiates, whether a player or a club. The agent acts as the player's representative and must prioritize the player's best interests above all else.

### Second: Sports Marketing

This involves increasing the player's or the club's income through sports advertising, identifying sponsors for sporting activities, and promoting the player's name and image in commercial advertisements. Many players have products associated with their names or jerseys, and such promotions generate significant financial returns.

### Third: Providing Advice to the Player

The agent provides guidance by directing the player toward the most appropriate contractual and professional options. This includes assisting the player in making decisions regarding transfers, evaluating the environment in which he will play, assessing his psychological and physical suitability, and helping him adapt to a new club, while providing all necessary professional information.

### Fourth: Managing the Athlete's Finances

There must be a close relationship between the player and his agent to manage financial matters, determine investment strategies, generate profits, provide financial advice, and develop plans for the management of the player's funds (13).

### Fifth: Forms of Sports Agents

As mentioned earlier, a sports agent is a natural person with extensive experience in sports, sports marketing, and match organization. They may include:

### 1. Former Player

Most former players are sufficiently well-known and experienced to work in sports mediation, as they possess the necessary qualities and acceptance within sports clubs. They are often trusted figures and have experience in identifying talent (14).

### 2. People With Extensive Experience and Influence in the Field of Sports

They are wealthy and may own sports and media networks, have relationships with clubs and decision-making bodies, and find it easy to negotiate and reach solutions. They are strong negotiators by virtue of their position and are therefore trusted by the players.

### 3. Coaches

The player's agent may be a well-known coach or may be an unseen intermediary seeking financial gain. He may be a football coach, a boxing coach, a weightlifting coach, or a coach in many other sports, such as basketball and volleyball.

Some may ask a question... Is it permissible for a lawyer to be a sports agent?

## Distinguishing Between the Work of a Lawyer and the Work of a Sports Agent

The study showed that, under the agency contract concluded between them, the player's agent's role is to negotiate with the club or sports entity seeking to benefit from the player's or coach's services. He can also act as an agent for the sports entity to negotiate and organize sports work. Therefore, it is necessary to understand the work of the lawyer<sup>(15)</sup> Based on the law of advocacy and the work of the player's agent, based on sports regulations, where the articles specified (1-7), how to join the Bar Association, and the requirements for becoming a lawyer. The most important requirement is a bachelor's degree in law, although neither FIFA nor the Iraqi Football Association requires it. Therefore, we will explain the differences between a player's agent and a lawyer:

#### 1. The Player's Agent:

The person must have experience in the sports field, hold a preparatory school certificate, and be a veteran athlete, while the lawyer must hold a bachelor's degree in law.

#### 2. Disciplinary System:

A- The Bar Association is responsible for disciplining and punishing the lawyer if he commits a mistake in professional conduct, and no other entity may hold him accountable.

B- FIFA and the sub-federation punish the agent.

#### 3. In Terms of Wages:

The agent (intermediary) receives a percentage of the player's contract, as stipulated in the regulations. The maximum wage for a player in the lawyer's neighborhood

is 3%. There is no authority over his wages, as he agrees with the client on the wages he considers appropriate for his work.

#### 4. In Terms of Legal Advice:

The player's agent cannot provide legal services; he resorts to experienced lawyers for legal advice on the regulations and laws governing the transfer of players and their work in the country where he intends to work.

We conclude that a lawyer cannot act as an agent for a player, given the conditions and requirements for sports agents to practice their profession, which require approval or a license under certain sports regulations. Furthermore, the legal and sports agent professions are incompatible. Since the legal profession is governed solely by the law regulating the lawyer's rights, particularly regarding confidentiality and disciplinary procedures, a lawyer would be subject to multiple disciplinary bodies, which is contrary to the law governing the legal profession.

#### 5. In Terms of Powers:

The player's agent's job is to reconcile the club's will with the player's by signing contracts or obtaining approval for the player's transfer, without signing on the player's behalf.

The lawyer has the right to sign and acknowledge on behalf of his client, but he does not have the right to disclose the contracts except with the player's consent.

## In Practical Terms

The general rule is that a player's agent should be experienced. However, in some countries where the law allows lawyers to act as agents, such as Portugal, a lawyer may represent a player. In contrast, in some European countries, particularly Italy, the Italian Bar Association has found that a lawyer acting as a sports agent is incompatible with the legal profession and may be subject to disciplinary action (16). If FIFA considers this activity to be commercial in nature, the lawyer's work, by contrast, is devoted to serving the client, and his fees are not fixed as a percentage. In other words, the lawyer's role is limited to providing legal advice and assisting the player.

## The Prevailing Opinion in France

The legal profession conflicts with the profession of a player's agent in its nature, as a lawyer is not permitted to practice another profession that conflicts with it under the laws governing the legal profession and commercial activity. For example, a person who has acted as a commercial manager of a company may not practice as a lawyer (17).

The sports intermediary, under sports law, is bound to the client by a contract under which he performs mediation services in return for remuneration. Brokerage is considered a commercial activity intended to generate profit. By contrast, a lawyer's agency is a professional mandate serving the

interests of the client. The lawyer's fees are not fixed as a percentage, nor is he bound to achieve a specific result.

The French Court of Cassation confirmed this in a ruling issued on 21 May 1928, stating that brokerage is a commercial activity and that a lawyer is therefore prohibited from practicing brokerage under French law.

Article (6-4) of the internal regulations issued by the French National Council of Bars also provides that lawyers are prohibited from engaging in brokerage activities or any commercial activity incompatible with the legal profession.

## Researcher's Opinion

If a lawyer works in the field of sports agency, he risks compromising a fundamental principle of legal ethics, namely professional confidentiality. He may also lose his role as an independent assistant to justice, particularly if he becomes affiliated with a licensing body for sports intermediaries. Furthermore, his role does not include settling disputes but rather providing legal advice and representation to ensure the client's rights.

The lawyer's fees are determined by the services provided and are not fixed as a percentage of a contract. Therefore, the view is maintained that the legal profession is incompatible with sports mediation (18).

## Granting the Legal Entity a License to Practice as a Professional Player Agent

The study shows that Iraqi regulations define an intermediary as either a natural or legal person who represents players and clubs. Article (5) stipulates that the intermediary must not have been convicted of a felony or misdemeanor involving moral turpitude, must be licensed by the Iraqi Football Association, and must hold at least a preparatory certificate.

However, the regulations do not specify conditions applicable to legal persons, meaning that although the definition includes legal entities, the requirements for their licensing are not clearly regulated, unlike the position of the French Football Federation.

### French Law

Under French law, the sports agent must operate through a registered company that complies with legal requirements (Article L.110-1). The conditions include:

1. The agent must operate through a licensed company, as provided in Article (3) of the decree issued on 17 June 2014, which requires that the company satisfy all legal conditions governing sports agency under FIFA regulations.
2. The company must be registered exclusively to operate as a sports intermediary.

### FIFA Regulations

FIFA regulations provide that only natural persons may obtain a license to act as a player's agent. Article (1) states

that the player's agent must be a natural person, and Article (2) confirms that applications submitted by companies or clubs are not accepted.

Accordingly, countries that authorize companies to act as agents face limitations, as such companies cannot obtain FIFA licenses and therefore may operate only within national jurisdictions, as is the case in France.

This indicates that Iraqi regulations include the term "legal person" in their definition but do not regulate this category in subsequent provisions, which represents a legislative deficiency.

## The Legal Nature of a Sports Agency Contract

The basic principle in contract law is that contracts are subject to civil law provisions, as regulated in Iraqi, Egyptian, and French legislation. A contract is considered commercial when its subject matter indicates a commercial purpose.

The sports intermediary performs a specific function: assisting the athlete in concluding a professional, transfer, or training contract. Many legal scholars consider sports mediation to fall under civil law, although commercial activities are exhaustively listed and sports mediation is not explicitly included (19). Another doctrinal view considers sports brokerage in professional sports to be a commercial contract aimed at profit-making.

The Egyptian Court of Cassation has ruled that brokerage constitutes a commercial activity that may be proven by all means of evidence (20).

To qualify as a commercial activity, the intermediary must act professionally, conduct business in his own name and for his own account, and possess legal capacity. The general conditions include professionalism and profit-making.

## Legal Classification of the Sports Agency Contract

The sports agency contract may be described as a formal contract binding on both parties, an unnamed contract of duration based on personal trust, and a contract of a special nature. It possesses a dual professional character and may be considered a composite contract combining agency and mediation.

### Is the Agent's Contract an Employment Contract?

Some scholars classify it as an employment contract under Article 674 of the Egyptian Civil Code and Article 900 of the Iraqi Civil Code. However, while both involve remuneration and work performance, they differ in that the sports agent receives a percentage of the contract under regulations and is not subject to subordination. Therefore, the sports agency contract cannot be considered an employment contract.

## The Sports Agent's Contract as an Agency Contract

The agency contract has been defined earlier as a contract by which the agent undertakes to perform legal acts on behalf of the principal. The sports agent performs legal actions for the benefit of the player or other represented party, such as transfers, loans, and training agreements. The French Court of Cassation confirmed that the relationship between the parties is governed by civil law (21).

Accordingly, it is accepted that the sports agency contract is subject to the rules of agency under civil law and cannot be classified as an employment contract (22).

## Conclusion

Through this research, the following conclusions have been reached:

1. Sports agency is of great importance in professional sport, as the intermediary performs essential functions that facilitate the athlete's transfer and professional engagement, as well as assist clubs and coaches.
2. The player's agent is, according to FIFA regulations, a natural person who works in return for a fee or a percentage of the contract.
3. The sports agency contract is a composite contract of a special nature and is considered an unnamed contract.
4. A sports agency contract may be classified as a commercial contract in cases of mediation between the player and the club in the professional sphere, whereas when it involves the performance of legal acts on behalf of the principal, it is considered an agency contract.

## Recommendations

1. It is recommended that the Iraqi Football Association amend the regulations governing sports intermediaries by deleting the phrase "ordinary person" and retaining only the term "natural person."
2. Specific conditions should be established for legal entities, as these were not addressed in the current regulations.
3. Further research and development in the field of sports legislation should be encouraged through specialized training programs for lawyers and through monitoring the work of sports agents in Iraq and abroad.

## Footnotes

- (1) Al-Sanhuri, Al-Wasit, Explanation of Civil Law, Vol. 7, Contracts Related to Work, updated by Counselor Ahmed Medhat, Dar Al-Shorouk, Egypt, 2010, p. 302. Whereas the Kuwaiti legislator in Article (648) "A contract by which the principal makes another person stand in his place in a legal act," meaning that the Kuwaiti legislator explicitly referred to it as a legal act.

- (2) The term was mentioned in the Iraqi Football Association's regulations (Regulations for Working with Intermediaries), which the Association considered to be in effect as of 1/4/2015.
- (3) A lec power, the need to replace sprtsA gent seton Hall Journall of sport law Vol. 4, 1914, p: 253.
- (4) Dr. Ahmed Ibrahim Youssef Al-Banna, The Legal System of Sports Agents, Dar Al-Jami'a Al-Jadeeda, 2023, p. 32.
- (5) Articles (L, 222 – 5 To L 222 – 22), and Articles (R 222 – to R 222 – 422) and Article (A22 – 1 to A 222 – 6) of code du.
- (6) Dr. Muhammad Hilmi Al-Shaer, The Legal System of Professionalism for Football Players, World of Sports Publishing Foundation, 1st Edition, 2017, p. 193.
- (7) The guiding statutes of the Egyptian Football Association, published in the Egyptian Gazette, Issue (233) Supplement (B) on 10/17/2017. Referred to by Dr. Ahmed Ibrahim El-Banna, previous source, footnote p. 38.
- (8) Article (L – 22 – 7) codeu sport france And Article (6 – 2) Reglntend des Agent sportifs FFF, season 2015 – 2016.
- (9) Abdul Hamid Othman, The Professional Contract of a Football Player, The Legal Journal, Fifth Year, Issue (2), 2011.
- (10) Dr. Nabil Ibrahim Saad, The General Theory of Obligation, Sources of Obligation, Dar Al Nahda Al Arabiya, Beirut - Lebanon, 1998, p. 152.
- (11) See: The guiding statutes of the Egyptian Football Association published in the Official Gazette, Issue No. (233) on 10/17/2017.
- (12) See: Article (1) of the Iraqi Regulations for Working with Sports Intermediaries.
- (13) FuratRustum, The Sports Training Contract and the Resulting Liability, Al-Halabi Legal Publications, Beirut - Lebanon, 2009.
- (14) See: Iraqi Lawyers Law No. (173) of 1965.
- (15) Dr. Ahmed Ibrahim Al-Ban, previous reference, p. 85.
- (16) Posted (Avis) the New Year's Consiglio on April 27, 2005. n/6, available on .
- (17) See: the text of Article (4) of the Iraqi Lawyers Law (173) of 1965.
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