

FIFA[®]

Football Agent Regulations



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DEFINITIONS

For the purpose of these regulations, the terms set out in the FIFA Statutes, the FIFA Regulations on the Status and Transfer of Players as well as the following definitions (initial capitals) shall apply:

Approach: physical, in-person contact or contact via any means of electronic communication. It shall also include any direct or indirect approach to another person or organisation connected to the Client, such as a family member or friend.

Client: a member association, club, player, coach or single-entity league that may employ a Football Agent.

Engaging Entity: a club, member association or single-entity league that is employing a player or coach.

FIFA RSTP: the Regulations on the Status and Transfer of Players, as amended from time to time.

Football Agent: any natural person licensed by FIFA to perform Football Agent Services.

Football Agent Services: services performed on behalf of a Client to negotiate or renegotiate: (i) terms of employment; (ii) any stage of the transfer of a player; (iii) the release of a coach.

Individual: a player or coach.

International Dimension: circumstances in which a Football Agent is licensed by a different member association than where a Client is registered.

National Dimension: circumstances in which a Football Agent is licensed at the same member association where a Client is registered.

Platform: the online digital platform operated by FIFA through which the licensing process, dispute resolution process, continuing professional development and reporting shall occur.

Regulations: these Football Agent Regulations.

Releasing Entity: a club, member association or single-entity league that a player or coach

is leaving to be employed by an Engaging Entity.

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

PREAMBLE

FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The core objectives of the football transfer system are to:

- a) protect the contractual stability between professional players and clubs;
- b) encourage the training of young players;
- c) promote a spirit of solidarity between elite and grassroots football;
- d) protect minors;
- e) maintain competitive balance; and
- f) ensure the regularity of sporting competitions.

Regulation of the occupation of Football Agent ensures that the conduct of a Football Agent is consistent with both the core objectives of the football transfer system and the following objectives specific to the occupation:

- a) raising and setting minimum professional and ethical standards for the occupation of Football Agent;
- b) ensuring the quality of the service provided by Football Agents to Clients;
- c) limiting conflicts of interest to protect Clients from unethical conduct;
- d) improving financial and administrative transparency;
- e) protecting players, who often lack experience or information relating to the football transfer system;
- f) enhancing the contractual stability between professional players, coaches and clubs; and
- g) eliminating abusive, excessive and speculative practices.

TITLE I. GENERAL RULES

1

Scope of application

1.

These Regulations govern:

- a) the procedure to become a Football Agent;
- b) the occupation of Football Agent, in that they regulate Football Agent Services and the ongoing reporting, insurance and continuing professional development (“CPD”) obligations of a Football Agent;
- c) the rights and obligations of Football Agents and Clients with respect to Football Agent Services; and
- d) disputes arising from or relating to the Football Agent Services.

2.

Other services that a Football Agent may provide to a Client (e.g. legal advice, financial planning, scouting) do not fall within the scope of these Regulations or Football Agent Services, except where required for the purposes of disclosure and reporting.

2

General Principles

1.

As from 1 January 2022, an individual that provides Football Agents Services to a Client must hold a licence issued by FIFA in accordance with these Regulations.

2.

Clients shall only engage a Football Agent to perform Football Agent Services.

3.

A Football Agent is entitled to be reasonably and proportionately remunerated for the quality of the services provided in the context of their Football Agent Services, as set out in these Regulations.

3

National football agent regulations

1.

Member associations shall implement and enforce, as a minimum, the provisions of titles III, IV, VI and VII of these Regulations in national football agent regulations within one (1) year of these Regulations entering into force.

2.

Member associations may regulate at national level beyond the minimum requirements stipulated in titles III, IV, VI and VII of these Regulations. Upon request, a member association shall provide FIFA with a copy of its national football agent regulations for review.

3.

A Football Agent is obliged to comply with any applicable national football agent regulations that go beyond the requirements established by these Regulations.

TITLE II. BECOMING A FOOTBALL AGENT

4

General provisions

1.

A natural person may become a Football Agent by:

- a) submitting a complete application via the Platform;
- b) complying with the character requirements;
- c) successfully passing the exam conducted by FIFA;
- d) obtaining the appropriate professional liability insurance policy; and
- e) paying an annual fee to FIFA.

2.

By applying for a licence, an applicant agrees to abide by the Statutes, regulations,

directives and decisions of the competent bodies of FIFA, as well as those of the relevant confederations and member associations.

5 **Application**

1.

Applicants must:

- a) submit a complete application in accordance with the instructions provided on the Platform; and
- b) demonstrate compliance with the character requirements.

6 **Character requirements**

1.

An applicant must satisfy the character requirements:

- a) at the time of their application, in order to take the exam;
- b) at all times after obtaining a licence.

2.

An individual must:

- a) at the lodgement of their licence application (and subsequently thereafter having been granted a licence):
 - i. have made no false or misleading or incomplete statements in their application;
 - ii. never have been convicted of a criminal charge, or found liable in civil proceedings, in a decision which is final and binding, regarding matters related to without limitation: corruption, money laundering, tax evasion, fraud, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, harassment and exploitation;

- a) Notification of failure to satisfy the character requirements shall be made within ninety (90) days of an application. If no notification is made, an applicant may take the exam.
- b) This notification shall be considered a final decision by the FIFA general secretariat for the purposes of article 58 paragraph 1 of the FIFA Statutes.

7

Exam procedure

1.

If an applicant satisfies the character requirements, FIFA will invite the applicant to select the member association through which they will sit the exam.

2.

The member association may charge the applicant a fee, exclusively to cover the costs of organising and holding the exam. Failure to pay the fee prior to the exam will disqualify the applicant from sitting the exam.

3.

The frequency and date of exams shall be determined by FIFA and communicated by circular letter.

4.

The exam shall be a multiple-choice test prepared by FIFA, to be taken in an official FIFA language freely selected by the applicant. The exam shall test knowledge of current football regulations.

5.

An applicant passes an exam if they score a mark of 80% (eighty per cent) or higher.

8

Further requirements

1.

If an applicant passes the exam, they shall:

- a) submit professional liability insurance in their own name that covers any risks associated with Football Agent Services. The amount covered by the insurance policy shall be at least ten per cent (10%) of the applicant's projected turnover. Such amount

shall not, in any case, be less than CHF 100,000 (or equivalent); and

- b) pay the annual licence fee of CHF 600 to FIFA.

2.

The applicant must comply with the requirements in paragraph 1 within three (3) months of passing the exam. Failure to do so shall result in their application being declared void by the FIFA general secretariat.

- a) This declaration shall be considered a final decision by the FIFA general secretariat for the purposes of article 58 paragraph 1 of the FIFA Statutes.

9

Issue of licence

1.

A licence:

- a) is issued for an indefinite period, subject to article 20;
- b) is strictly personal and non-transferable;
- c) authorises a Football Agent to conduct Football Agent Services on a worldwide basis, subject to these Regulations and the national football agent regulations applicable in the territory of the member association where they seek to operate.

10

Continuing professional development

1.

In order to maintain their licence, a Football Agent shall comply with the CPD requirements on an annual basis.

2.

A Football Agent must earn twenty (20) credits per calendar year.

- a) This amount shall be reduced proportionately when a Football Agent first obtains a licence, taking into consideration the number of days remaining in the calendar year.
- b) It is not permitted to utilise credits earned in one calendar year in a different calendar

year to meet the CPD requirements.

11 Suspension or termination of licence

1.

A Football Agent may request a temporary suspension or termination of their licence. Such request shall be made via the Platform.

2.

In order to practise as a Football Agent in future, an individual that has previously terminated their licence must complete the full application process as described in these Regulations.

TITLE III. ACTING AS A FOOTBALL AGENT

12 General provisions

1.

Only a Football Agent may perform Football Agent Services.

2.

A Football Agent may conduct their business affairs through a private company registered according to the law applicable in the country or territory of their domicile.

a) The following natural or legal persons are forbidden to have any interest in, directly or indirectly, or to hold any position in, the business or affairs of a Football Agent or their private company:

i. Clients;

ii. Officials or employees of FIFA, a confederation, a member association, a league, a club, or a body which represents the interests of players, coaches, clubs or leagues, or any organisation connected directly or indirectly with such organisations and entities; and

iii. any person or entity that holds an interest, directly or indirectly, in a league or club.

3.

A Football Agent whose business is conducted through a private company is jointly and severally liable for the actions of that company that fall within the scope of these Regulations or any other FIFA regulations.

13 Representation

1.

A Football Agent shall only act for a Client after having concluded a written representation agreement.

2.

A representation agreement shall be valid for a maximum period of two (2) years. This term may be extended by a new written agreement only. It may not be tacitly prolonged.

3.

A Football Agent shall only execute a single representation agreement with the same Individual at any one time.

4.

A Football Agent may execute multiple representation agreements with the same Engaging Entity or Releasing Entity at any one time, subject to those agreements relating to different transactions or negotiations.

5.

A representation agreement shall only be enforceable if it contains the following minimum requirements:

- a) names of the parties;
- b) parties' contact details;
- c) duration;
- d) service fee due to the Football Agent;
- e) services to be provided;

- f) general terms of payment;
- g) date of completion; and
- h) signatures of the parties.

6.

A Football Agent shall only perform Football Agent Services on behalf of one (1) party in a transaction or negotiation, subject to the sole exception below.

- a) A Football Agent may perform Football Agent Services for an Individual and Engaging Entity in the same transaction or negotiation, provided that prior explicit written consent is given by both Clients.

7.

A Football Agent shall not perform Football Agent Services for:

- a) a Releasing Entity and Individual in the same transaction; or
- b) a Releasing Entity and Engaging Entity in the same transaction; or
- c) all parties in the same transaction.

8.

Any employment contract, transfer agreement or release agreement concluded as a result of negotiations conducted by a Football Agent shall specify the Football Agent's name, their Client, their FIFA licence number and signature.

9.

Clients may negotiate and conclude an employment contract, a transfer agreement or a release agreement without engaging a Football Agent. If a Client does not engage a Football Agent, this shall be explicitly stated in the relevant employment contract, transfer agreement or release agreement.

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Representation of minors

1.

A Football Agent must not make any Approach to, or enter into any representation agreement with, a player or their legal guardian in relation to any Football Agent Services before the player reaches the age where they may sign their first professional contract in

accordance with the law applicable in the country or territory where the minor is domiciled.

2.

A Football Agent that wishes to represent a minor or represent a club in a transaction involving a minor shall first successfully pass the designated CPD course on minors on the Platform.

- a) Accreditation to take part in transactions involving a minor lapses after three (3) years.
- b) It may be renewed by retaking the designated CPD course.

3.

A representation agreement between a Football Agent and a minor shall only be enforceable where:

- a) the representation agreement meets the minimum requirements provided in article 13 paragraph 5;
- b) the Football Agent has complied with paragraph 2 a) above; and
- c) the representation agreement is also signed by the player's legal guardian as provided by the law of the territory or country where the minor is domiciled.

4.

Any violation of paragraph 1 shall be sanctioned with a fine and a suspension of the licence of up to one (1) year.

15 Service fee – general principles

1.

A Football Agent may charge a service fee that corresponds to the quality of the Football Agent Services rendered to the Client in a transparent and proportionate manner as set out in a representation agreement. The service fee shall take one of the following forms:

- a) commission (cf. article 16);
- b) fixed fee;

- c) hourly or daily rate;
- d) monthly (or longer) retainer.

2.

Payment of the service fee due under a representation agreement shall be made exclusively by the Client of the Football Agent. A Client is not permitted to contract with or authorise a third party to make such payment, subject to the following exception:

- a) An Individual may provide written authorisation for an Engaging Entity to pay the agreed service fee to a Football Agent on their behalf provided that the Individual's annual gross remuneration is less than USD 200,000 (or equivalent).
- b) The service fee payment made by the Engaging Entity on behalf of the Individual shall not affect the fiduciary duties of the Football Agent to the Individual or give rise to any agency relationship between the Football Agent and the Engaging Entity.
- c) The service fee payment made by the Engaging Entity on behalf of the Individual must be no higher than the agreed service fee in the representation agreement between the Individual and Football Agent.
- d) The Engaging Entity is not permitted to deduct such amount from the Individual's remuneration in future.

3.

The service fee due to a Football Agent shall be paid on an invoice basis.

4.

A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a representation agreement and the representation agreement is in force at the time of the relevant Football Agent Services.

- a) Where an employment contract has a duration longer than the associated representation agreement, a Football Agent is entitled to receive a service fee after expiry of the representation agreement, where expressly agreed with the Client.

5.

A Football Agent is not entitled to receive a service fee when engaged by a Client to perform Football Agent Services relating to a minor unless the relevant player is at least sixteen (16) years old.

6.

Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same transaction (cf. article 13 paragraph 6 a)), the Engaging Entity may pay up to fifty per cent (50%) of the service fee due.

7.

All service fee payments to Football Agents shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations.

- a) If the FIFA Clearing House Regulations do not regulate service fee payments to Football Agents when these Regulations enter into force, payment shall be made directly to the Football Agent until such time that the FIFA Clearing House Regulations regulate service fee payments.

16 Service fee cap

1.

The commission service fee payable to a Football Agent shall be calculated on the basis of the Client for which they perform Football Agent Services:

- a) for an Individual or Engaging Entity: based on the Individual's remuneration, as set out in article 17;
- b) for a Releasing Entity: based on the gross transfer compensation, as set out in article 18.

2.

The maximum commission service fee payable to a Football Agent for the provision of Football Agent Services is:

Client	Commission service fee cap
Individual	3% of the Individual's remuneration (cf. article 17)
Engaging Entity	3% of the Individual's remuneration (cf. article 17)
Engaging Entity and Individual (dual representation)	6% of the Individual's remuneration (cf. article 17)
Releasing Entity	10% of the gross transfer compensation (cf. article 18)

3.

There is no maximum service fee payable for the other types of service fee listed in article 15 paragraph 1.

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Commission service fee paid by an Individual and/or Engaging Entity

1.

The commission service fee paid to a Football Agent that has acted for an Individual or Engaging Entity shall be calculated based on the Individual's basic gross remuneration, including any sign-on fee, as set out in the negotiated employment contract.

- a) For the avoidance of doubt, the calculation of this amount shall not include other benefits such as contingent bonuses, a vehicle, accommodation, any rights as described in article 18bis or article 18ter of the FIFA RSTP and/or any other kind of bonus or privilege.

2.

Payment of commission service fees shall be made in equal instalments every six (6) months for the duration of the negotiated employment contract.

- a) Where a negotiated employment contract is less than six (6) months in duration, payment shall be made in a single instalment at a time agreed between the Football Agent and the Client.
- b) A Football Agent is not entitled to receive any outstanding commission service fee deriving from the negotiated employment contract where:
 - i. the Individual transfers to another Engaging Entity before the negotiated employment contract expires, and the Football Agent represents a party in that transaction; or
 - ii. the negotiated employment contract is prematurely terminated by the Individual without just cause.

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Commission service fee paid by a Releasing Entity

1.

The commission service fee paid to a Football Agent that has acted for a Releasing Entity shall be calculated based on the gross transfer compensation paid, as set out in the written transfer agreement.

- a) For the avoidance of doubt, the calculation of this amount shall not include any amounts due to the Releasing Entity as a result of contingent bonuses, future sale fees, any rights as described in article 18bis or article 18ter of the FIFA RSTP and/or any other kind of bonus or privilege.

2.

The Releasing Entity shall pay the commission service fee to the Football Agent following receipt of each instalment of the gross transfer compensation due to the Releasing Entity.

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Rights and obligations

1.

A Football Agent may:

- a) not Approach a Client who is subject to an exclusive representation agreement with another Football Agent except in the final two (2) months of that exclusive representation agreement;
- b) provide Football Agent Services to any Client that executes a written representation agreement which contains the minimum terms in article 13.

2.

A Football Agent shall:

- a) always act in the best interests of their Client;
- b) respect and adhere to the Statutes, regulations, directives and decisions of the competent bodies of FIFA, confederations and member associations;
- c) avoid conflicts of interest in the course of providing their Football Agent Services;

- d) ensure that their name, licence number, signature and the name of their Client appear in any contracts resulting from the provision of their Football Agent Services;
- e) always meet the character requirements while licensed, as described in articles 6 and 20;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in article 8 paragraph 1 b) and article 20;
- g) maintain valid professional liability insurance in their own name throughout the entire period during which they hold a licence, as described in article 8 paragraph 1 a) and article 20;
- h) comply with the CPD requirements, as described in articles 10 and 20;
- i) comply with the ongoing disclosure and reporting requirements as described in paragraph 3;
- j) report any breaches of the law or FIFA, confederation or member association rules, regulations or codes of conduct to the relevant authority or body;
- k) upload to the Platform:
 - i. within ten (10) days of execution or at the time of a transaction, the relevant representation agreement and the information requested on the Platform;
 - ii. within ten (10) days of payment of a service fee related to Football Agent Services, the information requested on the Platform;
 - iii. within ten (10) days of the execution, any amendment to or termination of a representation agreement; and
 - iv. within ten (10) days of occurrence, any information which may impact upon the obligation to meet the character requirements;
- l) upload to the Platform by 31 March of each calendar year:
 - i. the service fee disclosure forms set out on the Platform;
 - ii. the name and contact details of any academy with legal, financial or *de facto* links to the Football Agent;

- iii. a list of all Clients for whom they performed Football Agent Services in the previous calendar year; and
 - iv. written confirmation of their compliance with the character requirements, CPD requirements and insurance requirements.
 - m) if they conduct their business affairs through a private company, upload to the Platform:
 - i. its ownership structure, including without limitation, the identity of the shareholders, the percentage owned in its share capital, its source of funding, and/or identity of its beneficial owners; and
 - ii. its organisational structure, including without limitation, the number of Football Agents that use the same private company to conduct their business affairs.

3.

A Football Agent has the following disclosure and reporting obligations:

- a) to keep and maintain appropriate professional accounts in accordance with regulated accounting standards, and if requested by FIFA, to disclose such accounts and all relevant books and records relating to Football Agent Services and other services outside the scope of Football Agent Services;
- b) if they choose to conduct their business affairs through a private company, to immediately update the Platform upon any change to the information required to be uploaded;
- c) upon request, to provide a schedule detailing payments of any kind whatsoever made by a Client to the Football Agent; and
- d) upon request, to cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for information.

4.

If a Football Agent fails to upload a representation agreement to the Platform in accordance with the time limit set out in this article, any claim relating to non-payment of the service fee provided in that representation agreement shall be deemed inadmissible.

20

Compliance with ongoing licensing requirements

1.

If a Football Agent fails to:

- a) meet the character requirements at any time;
- b) maintain valid professional liability insurance in their own name throughout the entire period during which they hold a licence;
- c) pay the annual licence fee to FIFA within the deadline stipulated on the Platform;
- d) comply with the CPD requirements in a calendar year,

their licence shall be automatically provisionally suspended until compliance occurs (except in the case of paragraph 1 a) above).

2.

In a case as described in paragraph 1 a), notification of failure to satisfy the character requirements shall result in:

- a) their licence being automatically provisionally suspended; and
- b) the matter being referred (where relevant) to the FIFA Disciplinary Committee or independent Ethics Committee for a final decision.

3.

In a case as described in paragraph 1 b), c) or d), if the Football Agent fails to rectify their non-compliance within two (2) months of their licence being automatically provisionally suspended, the matter shall be referred to the FIFA Disciplinary Committee for a final decision.

4.

The FIFA general secretariat is responsible for investigating compliance with the character requirements, insurance requirements, annual fee payment and CPD requirements.

- a) Notification of the automatic provisional suspension of a licence shall be considered a final decision by the FIFA general secretariat for the purposes of article 58 paragraph 1 of the FIFA Statutes.

21 Prohibited conduct

1.

A Football Agent shall not engage in the following conduct, whether attempted or otherwise:

- a) Approaching any Individual contracted by a club or a member association with the aim of inducing them to prematurely terminate their employment contract or violate any obligations in their employment contract. It shall be presumed, unless established to the contrary, that any Football Agent involved in a contractual breach committed by an Individual without just cause has induced such breach of contract;
- b) Approaching any Individual subject to an exclusive representation agreement with another Football Agent (up to two (2) months prior to the termination of the exclusive representation agreement) with the aim of inducing them to prematurely terminate their representation agreement or to violate any obligations in the representation agreement. It shall be presumed, unless established to the contrary, that any Football Agent involved in a contractual breach committed by an Individual without just cause has induced such breach of contract;
- c) offering any personal or undue pecuniary or other advantage, either directly or indirectly, to any club or official as a result of, or in connection with, Football Agent Services, or in return for any benefit, service, favour or any kind of preferential treatment in respect of a club's players, access to those players, or the promotion of Football Agent Services with those players;
- d) offering any personal or undue pecuniary or other advantage, either directly or indirectly, to an Individual (or to any family member or legal guardian or friend of that Individual) in relation to entering into a representation agreement with that Football Agent;
- e) soliciting or accepting money or anything of value from any Client under circumstances where to do so would create a conflict or an apparent conflict with the interests of any Client they represent;
- f) concealing material facts from a Client regarding contract negotiations, including without limitation, failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations);

- g) engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation or other conduct which reflects adversely on their integrity as a Football Agent or jeopardises the effective representation of Clients;
- h) circumventing the commission service fee cap established by these Regulations, either directly or indirectly, by intentionally increasing the remuneration charged or that otherwise would have been charged to the Client for other services;
- i) accepting payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs. This includes, without limitation, owning an interest in any transfer compensation or future transfer value of a player;
- j) allowing any person who is forbidden to acquire an interest in, directly or indirectly, or to hold any position in, the business or affairs of a Football Agent or private company through which they choose to conduct their business affairs (cf. article 12 paragraph 2); and
- k) being involved in a bridge transfer as defined in the FIFA RSTP.

2.

If a Football Agent induces an Individual to breach an employment contract or representation agreement, they shall be jointly and severally liable for any compensation for terminating a contract without just cause that the Individual is ordered to pay.

3.

A first violation of this article shall be sanctioned as follows:

Paragraph	Sanction
par. 1 a), b), h), i), j) and k)	Suspension of licence for up to six (6) months and/or a fine
par. 1 c), d), e) and g)	Suspension of licence for up to three (3) months and/or a fine
par. 1 f)	Warning or suspension of licence for 1 month and/or a fine

TITLE IV. RIGHTS AND OBLIGATIONS OF CLIENTS

22

Engagement of Football Agents

1.

Clients:

- a) may engage the services of a Football Agent solely to perform Football Agent Services, if they choose not to undertake such activities themselves;
- b) shall pay the service fee agreed with a Football Agent in a timely manner in accordance with the respective representation agreement;
- c) shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant representation agreement;
- d) have a duty to cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request in relation to a Football Agent made by those bodies;
- e) are entitled to request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by that Client;
- f) (for clubs) shall upload to FIFA Transfer Matching System (**TMS**):
 - i. within ten (10) days of the completion of each transaction in which the club is involved, the information requested in FIFA TMS;
 - ii. within ten (10) days, any amendment to or termination of a representation agreement;
 - iii. any contract entered into with a Football Agent other than the representation agreement and payment related thereto;
- g) have the right to terminate a representation agreement at any moment where there is just cause.

2.

Clients (and their officials, when applicable) shall not engage in the following conduct, whether attempted or otherwise:

- a) engaging or appointing an unlicensed individual to perform Football Agent Services;
- b) accepting any personal, undue pecuniary or other advantage from a Football Agent;
- c) giving, offering or seeking to offer consideration of any kind, either directly or indirectly, to a Football Agent (or to any family member of or other person connected with that Football Agent), other than the service fee agreed;
- d) (for clubs) interfering in or influencing the freedom of an Individual to select a Football Agent to be engaged;
- e) participating or assisting in, directly or indirectly, any circumvention of the service fee cap established by these Regulations; and
- f) having an interest, directly or indirectly, or holding any position in the business or affairs of, a Football Agent or the company through which they choose to conduct their business affairs (cf. article 12 paragraph 2).

3.

A first violation of this article shall be sanctioned as follows:

- a) for an Individual and/or an official of an Engaging Entity or a Releasing Entity:

Paragraph	Sanction
par. 2 a)	A minimum fine of CHF 1,000
par. 2 b) and c)	Suspension for a specific number of matches or for a specific period; or Suspension from any coaching-related activity for a certain period of time; or Ban on taking part in any football-related activity; and/or A fine
par. 2 d), e) and f)	Suspension for a specific number of matches or for a specific period; or Suspension from any coaching-related activity for a certain period of time; or Ban on taking part in any football-

	related activity; and/or A fine
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b) for an Engaging Entity or Releasing Entity

Paragraph	Sanction
par. 2 a)	A minimum fine of CHF 10,000
par. 2 b) and c)	Ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods; and/or A fine
par. 2 d), e) and f)	Playing a match with a limited number of spectators; and/or A fine

TITLE V. DISCLOSURE AND PUBLICATION

23

Disclosure and publication

1.

FIFA shall make publicly available:

- a) the names and details of all Football Agents;
- b) the Clients they represent;
- c) the Football Agent Services provided to each Client;
- d) any sanctions imposed on Football Agents; and
- e) details of all transactions involving Football Agents, including the service fee amounts paid to Football Agents.

TITLE VI. DISPUTES

24 Jurisdiction

1.

For disputes of a National Dimension, the decision-making body of the relevant member association is competent to determine such disputes, whether arising from Football Agent Services or relating to national football agent regulations.

2.

For disputes of an International Dimension, a petition may be lodged on the Platform in accordance with the name of procedural rules.

- a) FIFA is only competent to hear disputes with an International Dimension where a written representation agreement has been executed between a Football Agent and a Client.
- b) A dispute subject to these Regulations shall not be heard if more than two (2) years have elapsed from the event giving rise to the dispute. The application of this time limit shall be examined *ex officio* in each individual case.

4.

The name of tribunal shall hear and decide disputes of International Dimension.

5.

The detailed procedures for the resolution of disputes are set out in the name of procedural rules.

TITLE VII. DISCIPLINARY MATTERS

25 Competence and enforcement

1.

The FIFA Disciplinary Committee is competent to impose sanctions on any Football Agent

or Client that violates these Regulations or the Statutes or other regulations of FIFA.

2.

For violations of these Regulations where the relevant Football Agent Services has a National Dimension, the relevant member association is responsible for imposing sanctions.

- a) The FIFA general secretariat may investigate violations of these Regulations where the relevant Football Agent Services has a National Dimension, if the relevant member association fails to prosecute such breaches, fails to prosecute them in compliance with the fundamental principles of law, or an adequate judgement cannot be expected given the specific circumstances.

3.

The FIFA general secretariat shall monitor compliance with these Regulations.

- a) A party that receives a notice requesting information is obliged to cooperate. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any other material of any nature held by them.
- b) The FIFA general secretariat may refer cases of non-compliance with notices requesting information to the FIFA Disciplinary Committee.
- c) Following an investigation, the FIFA general secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
- d) Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to the operation of these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

TITLE VIII - FINAL PROVISIONS

26

Transitory provisions

1.

Existing representation agreements with a natural expiration of 1 January 2022 or later at the time that these Regulations enter into force, notwithstanding that they do not meet the minimum requirements provided in article 13 paragraph 5, shall remain valid until

their natural expiration.

2.

An individual that has executed any such existing representation agreement is obliged to obtain a licence pursuant to these Regulations in order to continue providing Football Agent Services as from 1 January 2022.

27 Agents formerly licensed by FIFA

1.

A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 and 2008 editions) is exempt from the requirement to pass the exam established by these Regulations, provided that:

- a) they submit an application for a licence pursuant to these Regulations up to and including 31 December 2021;
- b) upon application, they comply with the character requirements (cf. article 6);
- c) as part of their application, they provide proof that they were registered as an intermediary at an association between 1 April 2015 and 31 March 2021 pursuant to the Regulations on Working with Intermediaries or equivalent national-level regulation; and
- d) after being confirmed as exempt from the exam by the FIFA general secretariat, they comply with the further requirements in article 8.

2.

If a former licensed agent meets the relevant conditions, they shall be issued a licence in accordance with article 9. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn forty (40) credits per CPD calendar year for five (5) years.

3.

The FIFA general secretariat is responsible for investigating compliance with paragraph 1 above.

- a) Notification of failure to satisfy the conditions in paragraph 1 shall be considered a final decision by the FIFA general secretariat for the purposes of article 58 paragraph 1 of the FIFA Statutes.

28

Recognition of national licensing system

1.

A national licensing system established pursuant to national law to perform Football Agent Services in a country or territory may be recognised by FIFA, provided that it establishes:

- a) character requirements for all applicants and licensees;
- b) a requirement for applicants to successfully pass an exam which includes questions related to football regulations; and
- c) a requirement for licensees to obtain mandatory professional liability insurance.

2.

An application for FIFA to recognise a national licensing system must be sent to the FIFA general secretariat by the relevant member association domiciled in the country or territory where such system applies.

- a) The application shall be on the form prescribed by FIFA.
- b) The application shall contain evidence to support the recognition requirements provided in paragraph 1.

3.

A person licensed to perform Football Agent Services in a certain country or territory in accordance with paragraph 1 is exempt from the requirement to pass the exam established by these Regulations, provided that:

- a) the member association domiciled in the country or territory where such national licensing system applies has received recognition from FIFA in accordance with paragraph 2;
- b) they submit an application for a licence pursuant to these Regulations;

- c) upon application, they comply with the character requirements (cf. article 6).
- d) they provide proof that they have obtained a licence pursuant to a national licensing system established pursuant to national law;
- e) they comply with the further requirements in article 8.

4.

If an applicant pursuant to paragraph 3 meets the relevant conditions, they shall be issued a licence in accordance with article 9. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn forty (40) credits per CPD calendar year for five (5) years.

5.

The FIFA general secretariat shall decide on all applications made pursuant to paragraph 2 or paragraph 3.

- a) Notification of an application result shall be considered a final decision by the FIFA general secretariat for the purposes of article 58 paragraph 1 of the FIFA Statutes.

29

MATTERS NOT PROVIDED FOR

1.

Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.

2.

Cases of force majeure shall be decided by the FIFA Council, whose decisions are final.

30

Official languages

1.

If there are any discrepancies in the interpretation of the texts in the various languages

of these Regulations, the English text shall be authoritative.

31 Enforcement

1.

These Regulations were approved by the FIFA Council at its meeting in (...) on (...) March 2021 and enter into force immediately except:

- a) the requirement for Clients to utilise Football Agents to perform Football Agent Services, which shall commence as from 1 January 2022.

2.

The Regulations on Working with Intermediaries are hereby revoked as from 31 December 2021.

(...), (...) March 2021.

For the FIFA Council:

President:
Gianni Infantino

Secretary General:
Fatma Samoura