



## ההתאחדות לכדורגל בישראל Israel Football Association

14.02.2023

כ"ג/שבט/תשפ"ג

באמצעות : דוא"ל

לכבוד

מייצגי השחקנים הרשומים בהתאחדות לכדורגל

א.ג.ג,

### הנדון : הודעה בדבר קיום מבחן מטעם פיפ"א לצורך קבלת רישיון סוכן שחקני כדורגל (ממד בינ"ל)

1. הריני לעדכנך כי ביום 9.1.23 נכנסו לתוקפן תקנות פיפ"א החדשות הקובעות את הכללים והדרישות לקבלת רישיון סוכן שחקני כדורגל בעל ממד בינלאומי (להלן: "התקנות").  
העתק מקובץ התקנות (**Football Agent Regulations**), וכן חוזרי פיפ"א מצ"ב ומסומנים **כנספח א'** למכתב זה.
2. התקנות מסדירות את עיסוקם של סוכני כדורגל במסגרת של העברות בינלאומיות, והינן רלוונטיות לכל הסכמי הייצוג בעלי ממד בינלאומי, וכן לכל התנהלות הקשורה להעברה בינלאומית או עסקה בינלאומית כאמור בסעיף 2 לתקנות.
3. על מנת לקבל רישיון סוכן שחקני כדורגל בעל ממד בינלאומי, נדרש המבקש לעמוד בהוראות המנויות בסעיף 4 בתקנות הקובע, בין היתר, דרישה לעבור בהצלחה מבחן ייעודי של פיפ"א, לחלופין, סעיף 23 לתקנות קובע פטור ממבחן למבקשים אשר עומדים בהוראות הסעיף.
4. מכתב זה יתאר בתמציתיות את שתי החלופות בסעיף 3 הנ"ל, פרטים מלאים ניתן למצוא בתקנות ובחוזרים המצורפים כנספח א' למכתב זה. **יובהר כי בכל מקרה של סתירה בין האמור במכתב זה לתקנוני פיפ"א והוראותיה, יגברו תקנוני פיפ"א והוראותיה בעניין.**
5. לתשומת לבכם, במקביל להגשת הבקשה בפלטפורמת פיפ"א, בהתאם למפורט במכתב זה להלן, יש למלא את התצהיר המצורף כנספח ב' למכתב זה, ולהעבירו לכתובת האי-מייל: [TaliE@football.org.il](mailto:TaliE@football.org.il)  
העתק מהתצהיר מצ"ב ומסומן **כנספח ב'** למכתב זה.

### מבחן סוכני שחקנים של פיפ"א

6. בהתאם לסעיף 4 לתקנות, על מנת לשמש כסוכן שחקני כדורגל בהעברות בינלאומיות, יש להגיש בקשה לקבלת רישיון בפלטפורמת הסוכנים של פיפ"א





## ההתאחדות לכדורגל בישראל Israel Football Association

(<https://agents.fifa.com/home>), לעמוד בדרישות הזכאות, לעבור בהצלחה מבחן ייעודי

(להלן: "מבחן סוכני שחקנים של פיפ"א"), לשלם אגרה שנתית לפיפ"א ועוד.

7. מבחן סוכני שחקנים של פיפ"א (ממד בינ"ל) ייערך בימים 19.4.23 או 20.9.23, לבחירתך. בקשות להיבחן יש להגיש דרך פלטפורמת הסוכנים של פיפ"א כאמור עד ליום 15.3.23 (למעוניינים להיבחן ביום 19.4.23) או מיום 1.5.23 ועד ליום 31.7.23 (למעוניינים להיבחן ביום 20.9.23).

העתק מכללי המבחן של פיפ"א מצ"ב ומסומן **כנספח ג'** למכתב זה.

8. פרטים אודות מבחן סוכני שחקנים של פיפ"א יישלחו באמצעות פלטפורמת הסוכנים של פיפ"א. באחריותכם לעקוב אחר הודעות האי-מייל אשר יישלחו לכתובת האי-מייל שהזנתם בעת הגשת הבקשה בפלטפורמה.

### **פטור ממבחן סוכני שחקנים של פיפ"א – סוכנים אשר החזיקו ברישיון סוכן שחקנים לפי תקנות פיפ"א (מהדורות 1991, 1995, 2001 או 2008)**

9. בהתאם לסעיף 23 לתקנות, סוכן שחקנים אשר החזיק ברישיון סוכן לפי תקנות סוכני שחקנים של פיפ"א ממהדורות השנים 1991, 1995, 2001 או 2008, עשוי להיות פטור מהדרישה לעבור מבחן לצורך קבלת רישיון לפי התקנות החדשות, בכפוף לעמידה בדרישות נוספות המוזכרות בסעיף האמור.

10. על פי אחת הדרישות הקבועות בסעיף 23 לתקנות, נדרש המבקש לצרף הוכחה כי הוא נרשם כמייצג שחקנים, או שהוא היה הבעלים, דירקטור או עובד של ישות משפטית הרשומה במרשם מייצגי השחקנים בהתאחדות החברה בפיפ"א בהתאם לתקנות Working with Intermediaries של פיפ"א או תקנות מקומיות מקבילות, וזאת בין ה- 01.04.2015 עד ל- 09.01.2023.

11. על מנת לקבל פטור ממבחן סוכני שחקנים של פיפ"א על מבקש הפטור להגיש בקשה מתאימה לפיפ"א באמצעות פלטפורמת הסוכנים של פיפ"א (<https://agents.fifa.com/home>), וזאת **עד ליום 30.9.23**.

12. לתשומת לבכם, המזכירות הכללית של פיפ"א הינה האחראית לחקור ולוודא את עמידתם של מבקשי הפטור בתנאים המנויים בסעיף 23.1 לתקנות.

13. לידיעתך.





ההתאחדות לכדורגל בישראל  
Israel Football Association

בכבוד רב,

טלי עזרא, עו"ד

מנהלת מחלקה משפטית

ההתאחדות לכדורגל בישראל



N

**FIFA<sup>®</sup>**

# Football Agent Regulations

nicar



Fédération Internationale de Football Association

President: Gianni Infantino

Secretary General: Fatma Samoura

Address: FIFA

FIFA-Strasse 20

P.O. Box

8044 Zurich

Switzerland

Telephone: +41 (0)43 222 7777

Internet: [FIFA.com](http://FIFA.com)

# **FIFA FOOTBALL AGENT REGULATIONS**

# TABLE OF CONTENTS

Definitions	6
<b>I. GENERAL RULES</b>	<b>8</b>
Article 1: Objectives	9
Article 2: Scope	9
Article 3: National football agent regulations	10
<b>II. BECOMING A FOOTBALL AGENT</b>	<b>11</b>
Article 4: General provisions	12
Article 5: Eligibility requirements	12
Article 6: Exam procedure	13
Article 7: Licence fee	13
Article 8: Issue of licence	14
Article 9: Continuing professional development	14
Article 10: Request for a suspension or termination of licence	14
<b>III. ACTING AS A FOOTBALL AGENT</b>	<b>15</b>
Article 11: General provisions	16
Article 12: Representation	16
Article 13: Representation of minors	18
Article 14: Service fee – general principles	19
Article 15: Service fee cap	21
Article 16: Rights and obligations	22
Article 17: Compliance with ongoing licensing requirements	25
<b>IV. RIGHTS AND OBLIGATIONS OF CLIENTS</b>	<b>26</b>
Article 18: Engagement of Football Agents	27
<b>V. DISCLOSURE AND PUBLICATION</b>	<b>29</b>
Article 19: Disclosure and publication	30



<b>VI. DISPUTES</b>	<b>31</b>
Article 20: Jurisdiction	32
<b>VII. DISCIPLINARY MATTERS</b>	<b>33</b>
Article 21: Competence and enforcement	34
<b>VIII. FINAL PROVISIONS</b>	<b>35</b>
Article 22: Transitory provisions	36
Article 23: Agents formerly licensed pursuant to the FIFA Players’ Agent Regulations	36
Article 24: Recognition of national law licensing systems	37
Article 25: Football Agent Working Group	38
Article 26: Matters not provided for	38
Article 27: Official languages	38
Article 28: Enforcement	38



## 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:

**Agency:** an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents.

**Approach:** (i) any physical, in-person contact or contact via any means of electronic communication with a Client; (ii) any direct or indirect contact with another person or organisation linked to a Client, such as a family member or friend; or (iii) any action when a Football Agent uses or directs another person or organisation to contact a Client on their behalf in the manner described in (i) or (ii) above.

**Client:** a member association, club, player, coach, or Single-Entity League that may engage a Football Agent to provide Football Agent Services.

**Connected Football Agent:** a Football Agent is connected to another Football Agent as a result of their: (i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted; (ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted; (iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or (iv) them having made any contractual or other arrangements, whether formal or informal, to cooperate, on more than one occasion, in the provision of any services or to share the revenue or profits of any part of their Football Agent Services.

**Engaging Entity:** a club, member association or Single-Entity League that may engage a player or coach.

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

**Football Agent Services:** football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction.

**Individual:** player or coach.

**Interest:** (i) any beneficial ownership of a legal person through which the relevant activities of those entities are conducted, except an ordinary and freely accessible non-transferrable personal membership entitling its owner to a single vote in club affairs; and/or (ii) being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.



**Other Services:** any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts.

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

**Regulations:** these Football Agent Regulations, as amended from time to time.

**Releasing Entity:** a club, member association or Single-Entity League that a player or coach is leaving to be employed and/or registered by an Engaging Entity.

**Remuneration:** gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). For the avoidance of doubt, any future transfer compensation agreed to and any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, are not considered in the calculation of the gross financial compensation.

**Representation Agreement:** a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services.

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

**RWWI:** the FIFA Regulations on Working with Intermediaries.

**Single-Entity League:** an entity affiliated to a member association that organises a league (or leagues) and represents the common interests of its clubs, for example, by acting as the employer of all club players.

**Specified Transaction:** a Transaction where all of the parties involved are defined and identified.

**Transaction:** (i) the employment, registration or deregistration of a player with a club or a Single-Entity League; (ii) the employment of a coach with a club, Single-Entity League or a member association; (iii) the transfer of the registration of a player from one club to another; (iv) the creation, termination or variation of an Individual's terms of employment.

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



# GENERAL RULES



## Article 1: Objectives

1. 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.
  
2. 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:
  - 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 at fair and reasonable service fees that are uniformly applicable;
  - c) Limiting conflicts of interest to protect Clients from unethical conduct;
  - d) Improving financial and administrative transparency;
  - e) Protecting players who lack experience or information relating to the football transfer system;
  - f) Enhancing contractual stability between players, coaches and clubs; and
  - g) Preventing abusive, excessive and speculative practices.

## Article 2: Scope

1. These Regulations govern the occupation of Football Agents within the international transfer system and apply:
  - a) to all Representation Agreements with an international dimension; or
  - b) any conduct connected to an international transfer or international Transaction.
  
2. A Representation Agreement will have an international dimension whenever:
  - a) it governs Football Agent Services related to a Specified Transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer); or
  - b) it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer).



3. If the conduct is connected to a national transfer or national Transaction or a Representation Agreement governs Football Agent Services not related to Specified Transactions connected to an international transfer, the national football agent regulations of where the Client is registered or domiciled at the time the Representation Agreement is signed shall apply.

### **Article 3: National football agent regulations**

1. Member associations shall implement and enforce national football agent regulations by 30 September 2023.
2. The national football agent regulations govern the occupation of Football Agents within the territory under the jurisdiction of the relevant member associations and apply to all Representation Agreements that do not have an international dimension. The national football agent regulations must be consistent with these Regulations. In particular, they shall:
  - a) incorporate articles 11 to 21 of these Regulations by reference;
  - b) incorporate references to any mandatory element of national law;
  - c) provide jurisdiction to a national-level body for the determination of any disputes, as established in these Regulations; and
  - d) provide jurisdiction to a national-level body to take disciplinary measures, as established in these Regulations.
3. Member associations may introduce in their national football agent regulations stricter measures than those stipulated in articles 11 to 21 of these Regulations. They may also deviate from those provisions where they conflict with stricter mandatory provisions of the law applicable in the territory of the member association.
4. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.



# BECOMING A FOOTBALL AGENT



## Article 4: General provisions

1. A natural person may become a Football Agent by:
  - a) submitting a complete licence application via the Platform;
  - b) complying with the eligibility requirements;
  - c) successfully passing the exam conducted by FIFA; and
  - d) paying an annual fee to FIFA.
2. By applying for a licence, an applicant agrees to abide by these Regulations and the FIFA Statutes, FIFA Code of Ethics, FIFA Disciplinary Code and RSTP, all of which are available on [www.fifa.com](http://www.fifa.com).

## Article 5: Eligibility requirements

1. An applicant must:
  - a) upon submitting their licence application (and subsequently thereafter, including after being 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, including any related settlements, regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation or child or vulnerable young adult trafficking;
    - iii. never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct;
    - iv. not be an official or employee of FIFA, a confederation, a member association, a league, a club, a body that represents the interests of clubs or leagues or any organisation connected directly or indirectly with such organisations and entities; the only exception is where an applicant has been appointed or elected to a body of FIFA, a confederation or a member association, representing the interests of Football Agents;
    - v. not hold, either personally or through their Agency, any Interest in a club, academy, league or Single-Entity League.
  - b) in the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;
  - c) in the five years before the submission of a licence application (and subsequently thereafter, including after being granted a licence):



- i. never have declared or been declared personally bankrupt or been a majority shareholder, director or key office holder of a business that has declared bankruptcy, entered administration and/or undergone liquidation;
- d) in the 12 months before the submission of a licence application (and subsequently thereafter, including after being granted a licence)):
  - i. not have held any Interest in any entity, company or organisation that brokers, arranges or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event in order to win money.

2. An applicant must satisfy the eligibility requirements:

- a) at the time of their application, in order to take the exam; and
- b) at all times after obtaining a licence, in accordance with article 17.

3. The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements.

## Article 6: Exam procedure

1. If an applicant satisfies the eligibility requirements, FIFA will invite the applicant to sit the exam at the member association selected in their licence application.

2. The member association may charge the applicant an exam fee, exclusively to cover the reasonable costs of organising and holding the exam. Failure to pay the exam fee before 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.

4. The exam will be a multiple-choice test prepared by FIFA and will test knowledge of current football regulations, as established in the circular.

## Article 7: Licence fee

1. If an applicant passes the exam, they shall pay the annual licence fee to FIFA.

2. The requirements related to the annual licence fee will be communicated annually by circular.

3. The applicant must pay the annual fee within ninety days of passing the exam. Failure to do so will result in their application being automatically declared void.



## Article 8: Issue of licence

1. A licence:
  - a) is issued to a natural person for an indefinite period, subject to article 17;
  - b) is strictly personal and non-transferable; and
  - c) authorises a Football Agent to conduct Football Agent Services on a worldwide basis.

## Article 9: Continuing professional development

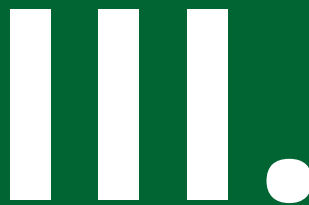
1. To maintain their licence, a Football Agent shall comply with the CPD requirements on an annual basis.
2. The CPD requirements will be communicated annually by circular.

## Article 10: Request for a suspension or termination of licence

1. A Football Agent may request a temporary suspension or permanent termination of their licence by submitting a substantiated request in the Platform.
2. To practise as a Football Agent in future, a person that has previously terminated their licence must complete the full licence application process as described in these Regulations.



# ACTING AS A FOOTBALL AGENT



## Article 11: General provisions

1. Only a Football Agent may perform Football Agent Services.
2. A Football Agent must always satisfy the eligibility requirements in article 5 of these Regulations.
3. A Football Agent may conduct their business affairs through an Agency. Any employees or contractors hired by the Agency that are not Football Agents may not perform Football Agent Services or make any Approach to a potential Client to enter into a Representation Agreement. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives should they violate these Regulations.
4. The following natural or legal persons may not have an Interest in any affairs of a Football Agent or their Agency:
  - a) Clients
  - b) Any person who is ineligible to become a Football Agent under article 5 of these Regulations
  - c) Any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP

## Article 12: Representation

1. A Football Agent may only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.
2. Only a Football Agent may Approach a potential Client or enter into a Representation Agreement with a Client for the provision of Football Agent Services.
3. A Representation Agreement concluded between an Individual and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period, shall be null and void.
4. A Football Agent may only execute one Representation Agreement with the same Individual at any one time. Before entering into a Representation Agreement with an Individual, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:
  - a) inform the Individual in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
  - b) obtain the Individual's written confirmation that they have either obtained or decided not to take such independent legal advice.



5. A Representation Agreement concluded between an Engaging Entity or Releasing Entity and a Football Agent is not subject to a maximum duration.
6. 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.
7. A Representation Agreement is valid only if it contains the following minimum requirements:

  - a) The names of the parties
  - b) The duration (if applicable)
  - c) The amount of the service fee due to the Football Agent
  - d) The nature of the Football Agent Services to be provided
  - e) The parties' signatures
8. A Football Agent may only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this article.

  - a) Permitted dual representation: a Football Agent may perform Football Agent Services and Other Services for an Individual and an Engaging Entity in the same Transaction, provided that prior explicit written consent is given by both Clients.
9. A Football Agent may, in particular, not perform Football Agent Services or Other Services in the same Transaction for:

  - a) a Releasing Entity and Individual; or
  - b) a Releasing Entity and Engaging Entity; or
  - c) all parties within the same Transaction.
10. A Football Agent and a Connected Football Agent may not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this article.
11. Any relevant transfer or employment agreement in a Transaction that is concluded following the provision of Football Agent Services shall specify the Football Agent's name, their Client, their FIFA licence number and their signature.
12. A Client may negotiate and conclude a Transaction without engaging a Football Agent. If this is the case, this shall be explicitly stated in the relevant transfer or employment agreement.



13. Any clause in a Representation Agreement that:
- a) limits an Individual's ability to autonomously negotiate and conclude an employment contract without the involvement of a Football Agent; and/or
  - b) penalises an Individual if they autonomously negotiate and/or conclude an employment contract without the involvement of a Football Agent,
- will be null and void.
14. A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:
- a) the withdrawal or suspension of a Football Agent licence;
  - b) a ban on taking part in any football-related activity;
  - c) a ban on registering new players, either nationally or internationally, for at least one entire registration period.

### **Article 13: Representation of minors**

1. An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services may only be made no more than six months before the minor 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 will be employed. This Approach may only be made once prior written consent has been obtained from the minor's legal guardian.
2. A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor shall first successfully complete the designated CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the country or territory of the member association where the minor will be employed.
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 12 paragraph 7;
  - b) the Football Agent has complied with paragraphs 1 and 2 of this article; and
  - c) the Representation Agreement is signed by the minor and their legal guardian as provided by the law applicable in the country or territory of the member association where the minor will be employed.



4. Any violation of paragraph 1 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

#### **Article 14: Service fee – general principles**

1. A Football Agent may charge a service fee to a Client as agreed in a Representation Agreement.
2. Payment of the service fee due under a Representation Agreement shall be made exclusively by the Client of the Football Agent. A Client may not contract with or authorise any third party to make such payment.
3. The only exception to the principle in paragraph 2 of this article is when a Football Agent is representing an Individual and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments. In such cases, an Engaging Entity may agree with an Individual to pay the service fee for that Transaction to their Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:
  - a) The service fee payment made by the Engaging Entity on behalf of the Individual shall not affect the fiduciary duty of the Football Agent to the Individual. It must also not create any dependency or subordination of the Football Agent towards the Engaging Entity.
  - b) 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.
  - c) The Engaging Entity may not deduct any service fee payment made pursuant to paragraph 3 of this article from the Individual's Remuneration.
4. The service fee due to a Football Agent shall be paid on an invoice basis.
5. 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 at which the relevant Football Agent Services are performed.
  - a) Where an employment contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Individual's negotiated employment contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement.
6. Payment of any service fee shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the negotiated employment contract.



7. Only the Remuneration actually received by an Individual shall be subject to the payment of a service fee, calculated on a pro-rata basis.
8. Where a negotiated employment contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated employment contract.
9. A Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a minor unless the relevant player is signing their first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.
10. Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under article 12 paragraph 8 a) of these Regulations (permitted dual representation), the Engaging Entity may pay up to 50% of the total service fee due.
11. A Releasing Entity shall pay a service fee to a Football Agent following receipt of each instalment of the transfer compensation due to the Releasing Entity. The Releasing Entity shall duly inform the Football Agent of any such instalments received.
12. A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where:

  - a) the Individual transfers to another Engaging Entity before the negotiated employment contract expires; or
  - b) the negotiated employment contract is prematurely terminated by the Individual without just cause and the Football Agent still represents the Individual at the time of that termination.
13. 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.



## Article 15: Service fee cap

1. The service fee payable to a Football Agent for the performance of Football Agent Services shall be calculated as follows:
  - a) When representing an Individual or Engaging Entity: based on the Individual's Remuneration
  - b) When representing a Releasing Entity: based on the transfer compensation for the relevant Transaction
2. The maximum service fee payable for the provision of Football Agent Services in a Transaction, regardless of the number of Football Agents providing Football Agent Services to a particular Client, is:

Client	Service fee cap	
	Individual's annual Remuneration less than or equal to USD 200,000 (or equivalent)	Individual's annual Remuneration above USD 200,000 (or equivalent)
Individual	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity and Individual (permitted dual representation)	10% of the Individual's Remuneration	6% of the Individual's Remuneration
Releasing Entity (transfer compensation)	10% of the transfer compensation	

For the avoidance of doubt, the following shall apply:

- a) The calculation to determine the relevant service fee cap of the Individual's Remuneration may not take into account any conditional payments.
- b) If an Individual's Remuneration is above USD 200,000 (or equivalent), the annual excess above that amount shall be subject to a service fee cap of 3% if the Football Agent is representing an Individual or an Engaging Entity or 6% if they are representing both an Engaging Entity and an Individual (permitted dual representation).



- c) The calculation of the transfer compensation may not include:
  - i. any amount paid as compensation for breach of contract pursuant to article 17 or Annexe 2 of the RSTP; and/or
  - ii. any sell-on fee.

3. Where a Football Agent or a Connected Football Agent, in the 24 months prior to or following a Transaction, performs Other Services for a Client involved in that Transaction, it shall be presumed that the Other Services formed part of the Football Agent Services performed in that Transaction, unless proven to the contrary.

4. Where a Football Agent and/or Client fails to rebut the presumption in paragraph 3 of this article, the fees paid for the Other Services shall be deemed to be part of the service fee paid for the Football Agent Services performed in that Transaction.

## Article 16: Rights and obligations

1. A Football Agent may:

- a) provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in article 12 of these Regulations;
- b) not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;
- c) not enter into a Representation Agreement with a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

2. A Football Agent shall:

- a) always act in the best interests of their Client(s);
- b) respect and adhere to the Statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and member associations;
- c) avoid conflicts of interest while 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 eligibility requirements while licensed, as described in articles 5 and 17 of these Regulations;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of these Regulations;



- g) comply with the CPD requirements, as described in articles 9 and 17 of these Regulations;
- h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this article;
- i) immediately report any breaches of these Regulations, or FIFA, confederation or member association rules, regulations or codes of conduct to the relevant authority or body;
- j) upload to the Platform:
  - i. within 14 days of execution, amendment or termination of a Representation Agreement: the relevant Representation Agreement and the information requested on the Platform;
  - ii. within 14 days of execution: any agreement with a Client other than a Representation Agreement, including but not limited to agreements relating to Other Services and the information requested on the Platform;
  - iii. within 14 days of payment of a service fee: the information requested on the Platform;
  - iv. within 14 days of payment of a fee related to any agreement entered into with a Client other than a Representation Agreement: the information requested on the Platform;
  - v. within 14 days of occurrence: any contractual or other arrangement between Football Agents to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services;
  - vi. within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
  - vii. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent.
- k) if they conduct their business affairs through an Agency, upload to the Platform:
  - i. within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;
  - ii. within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and
  - iii. within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.



3. A Football Agent may not engage, or attempt to engage, in the following conduct:

- a) Approach, enter into negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), regarding any Individual with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract.
- b) Offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
  - i. any official or employee of a member association, club or Single Entity League in connection with Football Agent Services; or
  - ii. an Individual (or any family member or legal guardian or friend of that Individual) in relation to a Representation Agreement with that Football Agent.
- c) Conceal material facts from a Client, including without limitation:
  - i. failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or
  - ii. failing to report a written offer (by any means of communication) made to a Client.
- d) Circumvent the cap established by these Regulations, either directly or indirectly, by, for example and without limitation, intentionally increasing the service fee charged or that otherwise would have been charged to the Client for Other Services.
- e) Accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs. This includes, without limitation, any rights as described in article 18ter of the RSTP.
- f) Be involved, directly or indirectly, in a bridge transfer as defined in the RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP.
- g) Violate these Regulations in any other way.

4. With regard to disclosure and reporting, a Football Agent shall:

- a) immediately inform a Client of any written offer (by any means of communication) they have received in relation to their Client;
- b) provide to a Client, on request, a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the employment contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and



- c) upon request, cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for any type of information in any form.

## **Article 17: Compliance with ongoing licensing requirements**

1. If a Football Agent fails to:
  - a) meet the eligibility requirements at any time;
  - b) pay the annual licence fee to FIFA within the deadline stipulated on the Platform;
  - c) comply with the CPD requirements in a calendar year; or
  - d) comply with their reporting obligations;their licence shall automatically be provisionally suspended.
2. The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.
3. If paragraph 1 a) of this article applies:
  - a) the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and
  - b) the matter will be referred to the FIFA Disciplinary Committee for its decision.
4. If one or more of the circumstances described in paragraphs 1(b), (c) or (d) of this article apply:
  - a) the FIFA general secretariat will notify the Football Agent of their non-compliance and of the automatic provisional suspension; and
  - b) if the Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.



**RIGHTS AND  
OBLIGATIONS OF  
CLIENTS**

**IV.**

## Article 18: Engagement of Football Agents

1. Clients:
  - a) may engage a Football Agent to perform Football Agent Services, provided that they do not choose to undertake such activities themselves;
  - b) shall pay the service fee agreed with a Football Agent in a timely manner established by these Regulations and in accordance with the respective Representation Agreement, employment contract and transfer agreement (as applicable);
  - c) shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement;
  - d) shall 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) may request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that Client;
  - f) (for clubs) shall upload to the FIFA Transfer Matching System (TMS) within 14 days of occurrence:
    - i. the information requested in TMS on completion of each Transaction that is an international transfer in which the club is involved;
    - ii. any amendment to, or termination of, a relevant Representation Agreement;
    - iii. any agreement with a Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested in TMS;
    - iv. the information requested in TMS following the payment of a fee related to any agreement entered into with a Football Agent other than a Representation Agreement; and
  - g) shall immediately report any breaches of these Regulations to FIFA, the confederations or member associations.



2. Clients (and their officials, when applicable) may not engage, or attempt to engage, in the following conduct:
- a) Engage or appoint an unlicensed person to perform Football Agent Services;
  - b) Accept or request any undue personal, pecuniary or other advantage from a Football Agent;
  - c) Give, offer or seek to offer consideration or a promise 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 member associations, clubs and Single-Entity Leagues, interfere in, or influence, the freedom of an Individual to select a Football Agent;
  - e) Participate, or assist, directly or indirectly, in any circumvention of the service fee cap established by these Regulations;
  - f) Have an Interest in an Agency or the affairs of a Football Agent, in accordance with article 11 paragraph 4 of these Regulations;
  - g) For member associations, clubs and single-entity leagues, either directly or indirectly, induce or coerce an Individual to breach the terms of their Representation Agreement with their Football Agent;
  - h) Fail to immediately report any breach of these Regulations to FIFA;
  - i) Permit a Football Agent or their Agency to have an Interest in them; or
  - j) Any other breach of these Regulations.



**DISCLOSURE AND  
PUBLICATION**

**V.**

## Article 19: Disclosure and publication

1. FIFA shall make available:
  - a) the names and details of all Football Agents;
  - b) the Clients that Football Agents represent, the exclusivity or non exclusivity of their representation and the expiry date of the Representation Agreement;
  - c) the Football Agent Services provided to each Client;
  - d) any sanctions imposed on Football Agents and Clients; and
  - e) details of all Transactions involving Football Agents, including the service fee amounts paid to Football Agents.



DISPUTES

VI.

## Article 20: Jurisdiction

1. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the Agents Chamber of the Football Tribunal has jurisdiction to determine disputes:

  - a) arising out of, or in connection with, a Representation Agreement with an international dimension (see art. 2 par. 2 of these Regulations);
  - b) where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
  - c) where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined *ex officio* in each case.
2. The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.
3. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, for disputes arising out of, or in connection with, a Representation Agreement without an international dimension, the decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine such disputes (cf. art. 2 par. 3).



**DISCIPLINARY  
MATTERS**

**VII.**

## Article 21: Competence and enforcement

1. The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates these Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with these Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding:

  - a) any conduct connected to a Representation Agreement with an international dimension (cf. article 2 par. 2); or
  - b) any conduct connected to an international transfer or international Transaction.
2. The relevant member association is responsible for imposing sanctions on any Football Agent or Client that violates their national football agent regulations. The relevant member association has jurisdiction regarding:

  - a) any conduct connected to a Representation Agreement without an international dimension (cf. article 2 par. 3); or
  - b) any conduct connected to a national transfer or national Transaction.
3. The FIFA general secretariat shall monitor compliance with these Regulations. In particular:

  - a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.
  - b) Electronic notifications through the Platform or TMS or sent by email to the address provided on the Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.
  - 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 these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.



**FINAL  
PROVISIONS**

**VIII.**

## Article 22: Transitory provisions

1. Representation Agreements that expire on or after 1 October 2023 in force at the time at which these Regulations are approved, notwithstanding those that do not meet the minimum requirements provided in article 12 paragraph 7, shall remain valid (but not be extended) until they expire.
2. Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of these Regulations shall be in compliance with these Regulations as from 1 October 2023.
3. A person that has executed any such Representation Agreement shall obtain a licence pursuant to these Regulations to continue providing Football Agent Services as from 1 October 2023.

## Article 23: Agents formerly licensed pursuant to the FIFA Players' Agent Regulations

1. A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 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 30 September 2023;
  - b) they provide proof that they were licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions);
  - c) upon application, they comply with the eligibility requirements under article 5 of these Regulations;
  - d) as part of their application, they provide proof that they were registered as an intermediary, or were the owner, director, or employee of a legal person registered as an intermediary at a member association between 1 April 2015 and the date of the approval of these Regulations, pursuant to the RWWI or equivalent national regulations; and
  - e) after being confirmed as exempt from the exam by the FIFA general secretariat, they comply with article 7 of these Regulations.
2. If a former licensed agent meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. 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 a certain number of credits per CPD calendar year for five years, as set out in the annual circular.
3. The FIFA general secretariat is responsible for investigating compliance with paragraph 1 of this article.



## Article 24: Recognition of national law licensing systems

1. A licensing system for sports agents established pursuant to national law, which permits a person to perform equivalent services to Football Agent Services in a country or territory, may be recognised by FIFA, where it establishes:

  - a) eligibility requirements for all applicants and licensees; and
  - b) a requirement for applicants to successfully pass an exam that includes questions related to football regulations or other substantial educational requirements.
2. An application for FIFA to recognise a licensing system for sports agents established pursuant to national law must be sent to the FIFA general secretariat through the Platform by the relevant member association of the country or territory where such system is applicable.
3. A person licensed to perform equivalent services to Football Agent Services in a certain country or territory in accordance with paragraph 1 of this article is exempt from the requirement to pass the exam established by these Regulations, provided that:

  - a) the member association of the country or territory where such national licensing system applies has been recognised by FIFA in accordance with paragraph 2 of this article;
  - b) such person provides proof that they were licensed to perform services equivalent to Football Agent Services in the relevant country or territory, in accordance with paragraph 1 of this article before the entry into force of these Regulations (see art. 28 par. 1 a) of these Regulations);
  - c) upon application, they comply with the eligibility requirements under article 5 of these Regulations; and
  - d) they comply with article 7 of these Regulations.
4. If an applicant pursuant to paragraph 3 of this article meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. 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 a certain number of credits per CPD calendar year for five years, as set out in the annual circular.
5. The FIFA general secretariat is responsible for deciding any application made pursuant to this article.



### **Article 25: Football Agent Working Group**

1. FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations.
2. The Football Agent Working Group will act as a permanent consultative body in relation to any Football Agent-related matters.

### **Article 26: 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 affecting these Regulations shall be decided by the FIFA Council, the decisions of which are final.

### **Article 27: Official languages**

1. If there are any discrepancies in the interpretation of the texts in the various languages in which these Regulations are published, the English text shall be authoritative.

### **Article 28: Enforcement**

1. These Regulations were approved by the FIFA Council on 16 December 2022 and enter into force as follows:
  - a) On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence
  - b) On 1 October 2023: the remaining articles, which generally relate to acting as a Football Agent and the obligations of Football Agents and Clients

For the avoidance of doubt, the obligation of Clients to only utilise Football Agents to perform Football Agent Services in relation to a Transaction (see art. 11 of these Regulations) commences for all Transactions as from 1 October 2023.



2. The RWWI are hereby revoked as from 1 October 2023.

Zurich, 16 December 2022

For the FIFA Council:

President:

Gianni Infantino

Secretary General:

Fatma Samoura



**FIFA®**

## **TO THE MEMBER ASSOCIATIONS OF FIFA**

Circular no. 1827

Zurich, 6 January 2023

### **FIFA Football Agent Regulations (2022 edition)**

Dear Sir or Madam,

We are pleased to inform you that the FIFA Council approved the FIFA Football Agent Regulations (hereinafter the “FFAR”) at its meeting on 16 December 2022.

In Making Football Truly Global: The Vision 2020-2023, FIFA identifies “modernising the football regulatory framework” as the first of its core strategic goals. The regulation of the occupation of football agents within the context of the football transfer system is a core element of that strategic goal.

The objectives behind the FFAR are to ensure that football agents’ conduct is consistent with the core objectives of the football transfer system, particularly the integrity of football as a whole, and to guarantee minimum professional and ethical standards for the occupation of football agent.

The FFAR were adopted following a comprehensive, genuine, and inclusive consultation process where over 300 proposals regarding the FFAR were considered and analysed over the last four years.

FIFA’s consultation and reform process regarding the FFAR as a whole was and is publicly accompanied and supported by various institutions and bodies. FIFA’s proposed football agent framework is in line with the European Parliament report on EU sports policy and the Council of Europe report on football governance, which have recently recognised and supported FIFA’s efforts to modernise the current transfer system, and particularly the new FFAR.

Following the entry into force of the FFAR, which govern the occupation of football agents within the international transfer system and apply to all representation agreements with an international dimension, the FIFA Regulations on Working with Intermediaries are immediately repealed.

In summary, the FFAR provide FIFA, together with its member associations and stakeholders, with a balanced and reasonable legal instrument to protect the integrity of football and the proper functioning of the football transfer system.

You will find enclosed with this circular the following:

- FFAR (2022 edition)
- Enclosure 1: Explanatory notes on the FIFA Football Agent Regulations
- Enclosure 2: Information concerning the application of the FIFA Football Agent Regulations

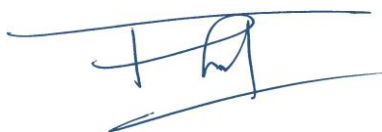
Furthermore, informative videos and the relevant FAQ section are already available on [legal.fifa.com](https://legal.fifa.com).

Please do not hesitate to contact us at [AgentsDepartment@fifa.org](mailto:AgentsDepartment@fifa.org) should you have any questions in this regard.

We thank you for your attention and for ensuring that you and your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



Fatma Samoura  
Secretary General

Enclosures: as mentioned

- Cc:
- FIFA Council
  - Confederations
  - ECA
  - FIFPRO
  - World Leagues Forum
  - Agents' associations



## **Enclosure 1**

### **Explanatory notes on the FIFA Football Agent Regulations**

**Football agent, football agent services, representation agreements, representation/remuneration limitations, enforcement and disputes**

**January 2023**



# 1. Introduction

This document aims to provide additional and relevant guidance to FIFA member associations and their stakeholders in relation to the main concepts in the new FIFA Football Agent Regulations (hereinafter the “FFAR”). Please consult the FFAR for the definitions of the terms used in this document.

## 2. What is a football agent?

A football agent is defined as a natural person licensed by FIFA to perform football agent services on behalf of a client with the purpose of concluding a transaction. Such a person may represent players, coaches, clubs, single-entity leagues and member associations (hereinafter “Clients”).

A transaction is:

- i. the employment, registration or deregistration of a player with a club or a single-entity league;
- ii. the employment of a coach with a club, single-entity league or a member association;
- iii. the transfer of the registration of a player from one club to another; or
- iv. the creation, termination or variation of an individual’s terms of employment.

Only individuals licensed by FIFA as football agents are permitted to provide football agent services to Clients.

## 3. What are football agent services?

Football agent services are defined as football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity with the purpose, objective and/or intention of concluding a transaction.

## 4. How may a football agent perform football agent services for a Client?

A football agent may only perform football agent services for a Client after entering into a written “**representation agreement**” with that Client.

A representation agreement is “a written agreement [between a football agent and their Client] for the purpose of establishing a legal relationship to provide football agent services” (cf. Definitions in the FFAR) and must comply with the minimum requirements established in article 12 of the FFAR.

A representation agreement will only be valid if it is concluded in writing and if it contains the following minimum requirements:

- i. The names of the parties
- ii. The duration (if applicable)
- iii. The amount of service fee due to the football agent
- iv. The nature of the football agent services to be provided
- v. The parties’ signatures

FIFA will provide interested parties with a template of a recommended standard representation agreement.

## **5. Do the FFAR restrict the length of the representation agreement?**

The period of validity of a representation agreement concluded between a player or a coach, as a Client, on one side, and a football agent, on the other, may not exceed two years. This term may be extended by a new representation agreement only. Any automatic renewal clause, or any other provision that purports to extend any term of the representation agreement beyond the maximum period, will be null and void.

In addition, a football agent may only execute one representation agreement with the same player or coach at any one time. Before entering into a representation agreement with a player or a coach, or before amending an existing representation agreement, the football agent must:

- i. inform the player or coach in writing that they should consider taking independent legal advice in relation to the representation agreement; and
- ii. obtain the player’s or coach’s written confirmation that they have either obtained or decided not to take such legal advice.

There is no maximum duration for representation agreements concluded between a club, member association or single-entity league as a Client, on one side, and a football agent, on the other. A football agent may enter into multiple representation agreements with such Clients at any one time, subject to those agreements relating to different transactions.

## 6. Who pays for the football agent services?

The client-pays model is introduced by the FFAR. This means that, as a general rule, a football agent will be paid directly by their Client(s) for providing football agent services to them.

However, a club, member association or single-entity league may agree with a player or coach to pay the agreed service fee to a football agent in accordance with the representation agreement, provided that the player's or coach's negotiated annual remuneration (excluding any conditional payments) is less than USD 200,000 (or equivalent) and where certain other conditions are met.

A football agent may 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 being performed.

## 7. Are there any limitations on the football agent's service fee?

Since the main objective of the FFAR is to protect the integrity of football and the proper functioning of the transfer system, a maximum service fee (hereinafter the "**Service Fee Cap**") is being introduced.

In that regard, the following Service Fee Cap applies based on the nature of the Client (cf. art. 15 of the FFAR):

Client	Service Fee Cap	
	<i>Individual's annual remuneration less than or equal to USD 200,000 (or equivalent)</i>	<i>Individual's annual remuneration above USD 200,000 (or equivalent)</i>
Individual	5% of the individual's remuneration	3% of the individual's remuneration
Engaging entity	5% of the individual's remuneration	3% of the individual's remuneration
Engaging entity and individual (permitted dual representation)	10% of the individual's remuneration	6% of the individual's remuneration
Releasing entity (transfer compensation)	10% of the transfer compensation	

## 8. How many Clients can a football agent represent in a single transaction?

One of the main objectives of the FFAR includes “limiting conflicts of interest to protect Clients from unethical conduct” (cf. art. 1 par. 2 c) of the FFAR). It is legitimate – and in fact necessary – for FIFA to limit conflicts of interest that give rise to integrity concerns, and indeed to prohibit unjustifiable conflicts of interest.

In that sense, the general principle is that a football agent may only perform football agent services on behalf of one party in a transaction, subject to the sole exception under which a football agent may perform football agent services and other services for an individual and an engaging entity in the same transaction, i.e. dual representation (cf. art. 12 par. 8 of the FFAR).

If a football agent wishes to provide football agent services through dual representation to both an engaging entity and an individual in the same transaction, they may only do so if both of their Clients have explicitly agreed to it in advance and in writing. In this case, the engaging entity may pay up to 50% of the total service fee due to the football agent.

This means that a football agent may not perform football agent services or other services in the same transaction for:

- i. a releasing entity and individual; or
- ii. a releasing entity and engaging entity; or
- iii. all parties of such transaction.

Other services are defined as “any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts” (cf. Definitions of the FFAR).

By way of illustration, if a football agent is performing football agent services or other services in a transaction for a releasing entity, they may not perform any of those services for any of the other parties to that transaction (engaging entity or individual).

## **9. Who has jurisdiction to resolve disputes between football agents and Clients?**

As an important step in ensuring that any disputes concerning the football agent services are resolved fairly and equally for all participants in the transfer system, FIFA dispute resolution systems are being reintroduced under the FFAR for disputes arising out of, or in connection with, a representation agreement with an international dimension. In other words, FIFA will have jurisdiction to resolve disputes between football agents and Clients in relation to representation agreements with an international dimension.

A representation agreement will have an international dimension whenever:

- i. it governs football agent services related to a specified transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association than their previous employer or the move of a coach to another member association than their previous employer); or
- ii. it governs football agent services related to more than one specified transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association than their previous employer or the move of a coach to another member association than their previous employer).

The procedural costs for such disputes involving football agents and Clients will be free of charge before the Agents Chamber of the Football Tribunal.

Furthermore, please note that the Agents Chamber of the Football Tribunal will deal with any disputes as from 1 October 2023 and regarding representation agreements entered into by a football agent and Clients on or after the said date.

The decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine disputes arising out of, or in connection with, a representation agreement with no international dimension.

## 10. Who has competence to enforce further provisions of the FFAR?

In addition to the jurisdiction to resolve contractual disputes, FIFA will also have competence to enforce further provisions of the FFAR, regardless of the existence of a contractual dispute. This competence will notably concern the possible imposition of sanctions for behaviour in violation of the FFAR.

The competence to enforce such further provisions of the FFAR depends on the circumstances of each specific case and, in particular, on the nature of the conduct of the football agent and client. FIFA will generally have jurisdiction regarding:

- i. any conduct connected to a representation agreement with an international dimension (cf. art. 2 par. 2); and
- ii. any conduct connected to an international transfer or international transaction.

In other words, whereas the jurisdiction for contractual disputes generally depends on the existence of a representation agreement with an international dimension, the competence to enforce further provisions of the FFAR, notably to impose sanctions, is defined more broadly. It is triggered as soon as a specific case is connected to an international transfer or an international transaction.

On the other hand, the relevant member associations are responsible for enforcing their respective national football agent regulations and, as the case may be, imposing sanctions on any football agent or Client that violates such national football agent regulations.

This means that the relevant member association will have jurisdiction over:

- i. any conduct connected to a representation agreement without an international dimension (cf. art. 2 par. 3); or
- ii. any conduct connected to a national transfer or national transaction.

By way of illustration, if an agent acts in a purely national context, e.g. advises a player about signing their first employment contract with a club (not connected with an international transfer), this will fall within the remit of the respective national football agent regulations. Therefore, any breach of such regulations will fall within the competence of the concerned member association.

On the other hand, as soon as there is an international element (notably where a representation agreement has an international dimension and/or the conduct relates to an international transfer or international transaction), the FFAR will apply, and FIFA will have the competence to enforce the FFAR.

A table explaining which body has the competence to enforce the FFAR:

Conduct connected with	Competence
<p>Representation agreement with an international dimension</p> <p>International transfers or an international move of a coach</p> <p>Ongoing licensing requirements (Eligibility requirements, FIFA's continuing professional development requirements, annual fee payment)</p>	<p>FIFA</p>
<p>Representation agreement without an international dimension</p> <p>National transfers</p> <p>First professional contract (not connected with an international transfer)</p> <p>Renegotiation of an employment contract in a purely domestic context</p>	<p>Member association</p>

## 11. When will the FFAR enter into force?

The FFAR will enter into force as follows:

- i. On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence
- ii. On 1 October 2023: the remaining articles, which generally relate to acting as a football agent and the obligations of football agents and Clients.

This means that the provisions that regulate how to become a football agent, i.e. the licensing procedure, will enter into force on 9 January 2023, while the provisions regarding the activity of football agents will enter into force only on 1 October 2023. This is to allow sufficient time for interested individuals to become fully licensed as football agents in accordance with the FFAR.

As from 1 October 2023, any individual who provides football agent services to a Client must hold a licence issued by FIFA in accordance with the FFAR. This means that intermediaries in the context of the FIFA Regulations on Working with Intermediaries will not be able to perform football agent services for Clients as from 1 October 2023.

## 12. How will member associations introduce their own national football agent regulations?

Each member association must implement and enforce national football agent regulations by 30 September 2023 with the aim of regulating the activity of football agents at national level. These national football agent regulations will apply to all representation agreements that have no international dimension (cf. arts 2 and 3 of the FFAR).

FIFA will make the relevant templates for the national football agent regulations available on [www.fifa.com/legal](http://www.fifa.com/legal). These can be used by member associations and will provide assistance in resolving any outstanding questions. Most of the member associations have already assigned a contact person to the FIFA Agents Department to deal with the licensing and regulatory matters concerning the FFAR.

Following the approval of the national football agent legal framework by 30 September 2023, the member associations are instructed to provide a copy of their domestic regulations to FIFA in one of the official FIFA languages. Any amendment or change to the national football agent regulations must be reported to FIFA in the same manner within 30 days of their approval. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.

## 13. What about existing representation agreements?

A representation agreement that is in force at the time the FFAR are approved will remain valid until its natural expiry and may not be extended.

Any new representation agreements or renewals of existing representation agreements concluded after the FFAR are approved must comply with the FFAR as from 1 October 2023. In other words, where necessary, contractual terms will have to be amended to be in compliance with the FFAR as per 1 October 2023, to avoid possible sanctions. For the avoidance of doubt, FIFA will not enforce any commission claim in excess of the applicable service fee cap (or any decision granting such a claim), if such claim has been triggered after 1 October 2023, even if it is based on a contract concluded between the approval of the FFAR and 30 September 2023 (inclusive).

In any event, any person who has entered into any such existing representation agreement must obtain a licence pursuant to the FFAR to continue providing football agent services as from 1 October 2023 (cf. art. 22 par. 3 of the FFAR). Otherwise, they may not provide football agent services after that date.

## 14. What is the Football Agent Working Group?

FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations, which will act as a permanent consultative body in relation to any football agent-related matters.



## **Enclosure 2**

### **Information Concerning the Application of the FIFA Football Agent Regulations**

#### **Timeline, exams, licence, CPD and legacy agents**

**January 2023**



# 1. Introduction

Following the approval of the FIFA Football Agent Regulations (hereinafter the “FFAR”), this document is intended to provide further information and clarification concerning the application of the FFAR. Please consult the FFAR for the definitions of the terms used in this document.

## 2. Timeline

The following timeline applies immediately, upon approval of the FFAR:

Item	Date
FFAR partially enters into force (articles 1 to 10 and 22 to 27)	9 January 2023
FIFA Agent Platform goes live	9 January 2023
Licensing application window opens for the <u>first FIFA football agent exam</u>	9 January 2023
Last date to apply for the <u>first FIFA football agent exam</u>	15 March 2023
First FIFA football agent exam	19 April 2023
Licensing application window opens for the <u>second FIFA football agent exam</u>	1 May 2023
Last date to apply for the <u>second FIFA football agent exam</u>	31 July 2023
Second FIFA football agent exam	20 September 2023
Deadline for Legacy Football Agents to submit a request for a FIFA football agent licence	30 September 2023
Deadline for member associations to introduce national football agent regulations	30 September 2023
Last day on which intermediaries (under the FIFA Regulations on Working with Intermediaries) may perform football agent services without a FIFA football agent licence	30 September 2023
Remaining articles of the FFAR come into force	1 October 2023
Obligation to use FIFA licensed agents enters into force	1 October 2023
Deadline to apply for the third FIFA football agent exam	1 January 2024 to 31 March 2024
Third Football Agent Exam	May 2024 (to be confirmed)
Deadline to apply for the fourth FIFA football agent exam	1 July 2024 to 30 September 2024
Fourth Football Agent Exam	November 2024 (to be confirmed)
Payments to football agents via the FIFA Clearing House	To be confirmed
FIFA football agent exams in 2025 and beyond	To be confirmed

### 3. How do you obtain a football agent licence?

To obtain a licence to act as a football agent, a natural person (hereinafter the “Candidate”) must:

- submit a complete application via the FIFA Agent Platform (hereinafter the “Agent Platform”) on [agents.fifa.com](https://agents.fifa.com);
- comply with the eligibility requirements (cf. art. 5 of the FFAR);
- successfully pass the football agent exam conducted by FIFA (cf. art. 6 of the FFAR); and
- pay an annual fee to FIFA (cf. art. 7 of the FFAR).

The failure of a Candidate to satisfy any of the eligibility requirements will result in:

- their being prohibited from sitting the FIFA football agent exam; and
- their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements. In that regard, any Candidate who receives a notice requesting information from the FIFA general secretariat must cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the Candidate but which they are entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, documents (or excerpts) must be provided in English, French or Spanish.

In addition, each member association must assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FFAR, by providing all relevant information at its disposal or requested by FIFA.

- Notification of failure to satisfy the eligibility requirements will be made by the FIFA general secretariat. If no such notification is made, the Candidate may take the FIFA football agent exam.
- This notification will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

### 4. When is it possible to apply for a licence to act as a football agent?

As from 9 January 2023, a natural person may apply for a licence to act as a football agent via the Agent Platform. However, the FIFA football agent exam will only be held periodically and applications to sit the exam will only be accepted during specific windows.

There will be two FIFA football agent exams in 2023. The following application deadlines will apply:

- from **9 January 2023** to **15 March 2023** for the first FIFA football agent exam **on the 19 April 2023**
- from **1 May 2023** to **31 July 2023** for second FIFA football agent exam **on 20 September 2023**

By way of example, if a natural person applies for a licence before or on 15 March 2023, they will be eligible to take the first FIFA football agent exam on 19 April 2023.

In 2024 and 2025, FIFA will hold two football agent exams each calendar year, in May and November. The following application deadlines will apply:

- **31 March** 2024/2025 for exam in May 2024/2025; and
- **30 September** 2024/2025 for exam in November 2024/2025.

As from 2026, FIFA will hold one football agent exam in May each year. Every year, the application deadline will be 31 March.

The exact dates of each exam will be made available on FIFA.com and the Agent Platform. The exam will be scheduled to take place on one day only.

## 5. What is the FIFA football agent exam?

The FIFA football agent exam will test Candidates' knowledge of the FIFA regulations that govern the football transfer system, as well as relevant case studies. The regulations are:

- (i) FFAR;
- (ii) FIFA Regulations on the Status and Transfer of Players;
- (iii) FIFA Statutes;
- (iv) FIFA Code of Ethics;
- (v) FIFA Disciplinary Code; and
- (vi) FIFA Guardians: Child Safeguarding Toolkit.

Please note that additional FIFA regulations may be included in the exam by the FIFA general secretariat. Please always make sure to check the newest version of the study materials available in the Platform.

There is no formal educational requirement to take the exam nor are there exemptions based on a Candidate's profession (e.g. for lawyers, accountants, former players or coaches). The only exemption from the exam will be given to:

- (i) individuals formerly licensed as agents pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition), as detailed below; and
- (ii) individuals licensed in accordance with the national licensing systems governed by domestic national law of the territory of each member association, provided that such exemptions are approved by FIFA following a request by the relevant member association on the Agent Platform.

The exam will be held online in English, French and Spanish for all Candidates and the same database of questions will be used regardless of the testing venue. Each Candidate will receive a unique set of automatically generated questions from the FIFA database.

The following conditions apply to each exam (cf. art. 6 of the FFAR):

- It will be invigilated by a member association.
- It will be taken at a member association-approved venue.
- Each Candidate must use their own personal computing device (e.g. laptop) and their own internet hotspot to complete the exam (no mobile phones allowed) in accordance with the Football Agent Exam Rules available on the Agent Platform.
- It will consist of 20 multiple-choice questions (single or several answers may be correct) with each correct answer worth 5% of the total mark.
- Each Candidate will take the exam individually. Candidates will be allowed to consult materials on the Agent Platform or their own materials (i.e. it will be an open book exam), but may not consult any other person (by any means) while taking the exam.
- It will last 60 minutes and the pass mark will be 75%.

A Candidate fails an exam if:

- they score a mark of 74% or lower;
- they fail to attend;
- the member association that invigilates the exam determines that the Candidate acted dishonestly when sitting it;
- they fail to prove their identity to the relevant member association;

- they fail to pay the fee to the relevant member association (if applicable); or
- they fail to bring a working, compatible personal computing device and/or internet hotspot to the exam.

If a Candidate fails an exam, they may retake it on the next available date. If they were deemed to have acted dishonestly when sitting the exam or scored a mark of 74% or lower, they may request within five days of the relevant notification written reasons for their failure or a review of their exam result, respectively.

FIFA reserves the right to introduce a proctoring system to add credibility to the scoring of each Candidate, should it see fit to do so.

For further information regarding the exam, Candidates should study and comply with the exam rules that will be made available on the Agent Platform. A pilot/demonstration of the exam will be made available on the Agent Platform.

## **6. How will member associations be involved in the exam?**

The exam will be delivered online at the premises of all member associations (or member association-approved premises if necessary for logistical reasons) and each member association will have to comply with the minimum level of testing requirements and standards prescribed by FIFA to allow Candidates to take the exam.

FIFA will provide the relevant training to member association staff, but the organisation of all local logistical and administrative duties in relation to the exam will be carried out by each respective member association, including, but not limited to:

- providing an appropriate testing venue for the Candidates, subject to public health and safety limitations;
- updating the relevant logistical information for the exam on the Agent Platform;
- ensuring that the identity of each Candidate for the exam matches their application documentation;
- overseeing the testing venue to ensure a fair, honest and transparent testing procedure;
- reporting any identified issues or concerns in relation to the Candidates and the exam to FIFA via the Agent Platform; and

- (optional) providing a stable wireless internet connection to Candidates voiding Candidates' requirement to provide a personal hotspot and specifying that on the Agent Platform.

Please note that Candidates wishing to take the exam will be free to choose a testing venue from a number of locations worldwide.

## **7. How much does the FIFA licence fee cost and what does it cover?**

The annual licence fee to be paid to FIFA is USD 600, due by 30 September each year, as stipulated on the Agent Platform. It is to be paid electronically via the Agent Platform.

It covers the full licence fee and ensures free access to the Agent Platform, FIFA's continuing professional development ("CPD") programme and the relevant dispute resolution procedures within the Agents Chamber of the Football Tribunal.

The member associations may not charge a football agent any registration fee, unless permitted to do so by national law.

## **8. What does it mean to have a licence issued by FIFA?**

The licence issued by FIFA authorises a football agent to conduct football agent services anywhere in the world.

It is issued for an indefinite period, subject to ongoing licensing requirements (please see the next section) and is strictly personal and non-transferable.

## **9. What does a football agent need to maintain their licence?**

In accordance with article 17 of the FFAR, football agents must:

- meet the eligibility requirements at all times (cf. art. 5 of the FFAR);
- pay the annual licence fee to FIFA within the deadline stipulated on the Agent Platform (article 7 of the FFAR);
- comply with the CPD requirements (cf. art. 9 of the FFAR); and
- comply with their reporting obligations (cf. art. 16 par. 2 and 4 of the FFAR).

If they fail to comply with these requirements, their licence will automatically be provisionally suspended.

## 10. What is FIFA's CPD programme?

In line with FIFA's commitment to ensure the quality of the services provided by football agents to their clients worldwide, FIFA has designed a Continuing Professional Development (CPD) programme. The aim of the programme is to provide football agents with an in-depth analysis of the main regulatory and institutional topics and a hands-on approach to key aspects of agency in football that will ensure that they have the necessary level of professional expertise for the football transfer market.

FIFA's CPD programme has several learning paths and courses on different topics relevant to football agents, which are all in digital format, accessible on a dedicated e-Learning platform via the Agent Platform, and included in the licence fee.

As set out in article 9 of the FFAR, to maintain their licence, a football agent must comply with the CPD requirements on an annual basis. In this regard, we would note the following:

- A football agent must earn a minimum of 20 credits per CPD calendar year (hereinafter the "CPD Requirements").
- A CPD calendar year runs from 1 October to 30 September each year.
- Football agents must comply with the CPD Requirements by 30 September of each year.
- Each course will be assigned a certain number of credits depending on its complexity, length and relevance.
- CPD credits are only awarded to the football agent if they complete the course and successfully pass an assessment at the end of each course (with a score of at least 80%).
- CPD credits will be awarded and re-awarded by FIFA every October.
- CPD credits earned in one calendar year may not be used in a different calendar year to meet the CPD Requirements.
- A football agent may revisit learning paths and courses that they have already taken, even if they have achieved the respective CPD Requirements of that calendar year.
- Every ten years, from the first CPD calendar year, the CPD Requirements will be reduced by 25% (e.g. in the 11<sup>th</sup> year as from the first CPD calendar year, the football agent must earn 15 credits, rather than 20).

- If a football agent fails to meet the CPD Requirements, their licence will automatically be provisionally suspended.
- If a football agent fails to comply with the CPD Requirements within 60 days of their licence being provisionally suspended, the licence will be automatically withdrawn.

## **11. What are the requirements to represent a minor?**

Any approach to enter into, and/or any subsequent execution of any representation agreement with a minor or their legal guardian in relation to any football agent services will only be allowed six months before the minor reaches the age at which they may sign their first professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed (cf. art. 13 par. 1 of the FFAR). A minor may only be approached after obtaining prior written consent from the minor's legal guardian.

Furthermore, a football agent that wishes to represent a minor or a club in a transaction involving a minor must first successfully complete the mandatory designated CPD course on minors (cf. art. 13 par. 2 of the FFAR) that will be made available via the Agent Platform. They must then pass an assessment at the end of the course to gain the relevant accreditation. Furthermore, they must comply with any requirement to represent a minor established by the applicable law in the country or territory of the member association where the minor will be employed.

After successfully completing the designated CPD course on minors, a football agent will gain accreditation to take part in transactions involving a minor for three years. Such accreditation can be renewed by retaking the designated CPD course.

Finally, a valid representation agreement needs to be co-signed by the minor's legal guardian as provided by the law of the territory or country of the member association where the minor will be employed.

## **12. What is the status of agents formerly licensed by FIFA or by a member association and what are the criteria governing the recognition of national licensing systems?**

As set out in article 23 of the FFAR, an individual formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition) may be exempt from the FIFA football agent exam, subject to compliance with the relevant requirements established by the FFAR (hereinafter the "Legacy Football Agent"), in particular by submitting an application for a licence up to and including 30 September 2023.

The failure of a Legacy Football Agent to satisfy the relevant requirements will result in their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with those requirements. Any potential Legacy Football Agent that receives a notice requesting information from the FIFA general secretariat must cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the Legacy Football Agent but which they are entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) must be provided in English, French or Spanish.

Each member association must assist FIFA in investigating any potential non-compliance with the relevant requirements established under article 23 of the FFAR by providing all relevant information at its disposal or requested by FIFA.

Notification of a failure to satisfy the requirements will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

If a Legacy Football Agent meets the relevant conditions, they will be issued a licence in accordance with article 8 of the FFAR. They will subsequently be subject to the ongoing licensing requirements set out in the FFAR (cf. art 17 of the FFAR), with the exception that they will be required to earn 40 credits per CPD calendar year for five years (hereinafter the "Legacy CPD Requirements") as from October. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

In addition, in countries or territories where national law for licensing sports agents exists for services equivalent or similar to football agent services, such licensing systems may be recognised by FIFA subject to the fulfilment of conditions established in article 24 of the FFAR. If that is the case, any person licensed to perform services equivalent to football agent services in those countries or territories may be exempt from the FIFA football agent exam and be issued a licence, subject to compliance with the relevant requirements established by the FFAR ("National Law Football Agent"). They will also subsequently be subject to the Legacy CPD Requirements for five years as from October of that calendar year. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

## תצהיר

### (סוכני כדורגל בינלאומיים)

אני הח"מ, \_\_\_\_\_, בעלת דרכון מספר \_\_\_\_\_, לאחר שהוזהרתי כי עליי לומר את האמת וכי אשא בעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת בכתב כדלקמן:

1. הגשתי בקשה לקבלת רישיון לעיסוק כסוכן/ת כדורגל בינלאומית (להלן: "הבקשה").
2. בהתאם לבקשה שהגשתי, אני מאשר/ת בזאת כי (נא למחוק בקו הצהרה שגויה ולהסבירה בתחתית):
  - א. לא הצהרתי הצהרות כוזבות, מטעות או חלקיות בבקשתי.
  - ב. לא הורשעתי או הגעתי להסדר באישום פלילי בנוגע לנושאים המוזכרים בתקנות סוכני הכדורגל של פיפ"א.
  - ג. לא הייתי מושעה לשנתיים או יותר לרבות תחת פסילה או השבתה, על ידי רשות רגולטורית או גוף ספורט, בשל אי ציות לכללים הנוגעים לאתיקה ולהתנהגות מקצועית.
  - ד. לא הייתי פקיד או עובד של פיפ"א, קונפדרציה, התאחדות, ליגה, מועדון, גוף המייצג את האינטרסים של מועדונים או ליגות, או כל ארגון הקשור במישרין או בעקיפין לארגונים וגופים אלה.
  - ה. לא החזקתי, באופן אישי או דרך סוכנות, עניין כלשהו במועדון, באקדמיה או בליגה.
  - ו. ב-24 החודשים שלפני הגשת הבקשה, לא שימשתי כסוכן שחקנים ללא הרישיון הנדרש.
  - ז. ב-5 השנים שלפני הגשת הבקשה, לא הכרזתי או הוכרזתי פושט רגל, ולא הייתי בעל מניות רוב, דירקטור או בעל תפקיד מפתח של עסק שהכריז על חדלות פירעון או הוכרז כחדל פירעון או עבר הליך חדלות פירעון.
  - ח. ב-12 החודשים שלפני הגשה הבקשה, לא היה לי עניין באף ישות, חברה או ארגון, העוסקים ומבצעים פעילויות של הימורי ספורט, לפיהן מבוצע הימור כספי על תוצאה של אירוע ספורט.
  - ט. הסבר:

\_\_\_\_\_

\_\_\_\_\_

חתימה

תאריך

## אישור

אני הח"מ, \_\_\_\_\_, עו"ד \_\_\_\_\_, מ"ר \_\_\_\_\_, מאשר/ת  
בזאת כי מר/גב' \_\_\_\_\_, הופיע/ה בפניי במשרדי שברחוב \_\_\_\_\_,  
והזדהה/תה בפניי עם דרכון שמספרו \_\_\_\_\_, ולאחר שהזהרתיו/ה להצהיר את האמת  
שאחרת יהא/תהא נתון/ה לעונשים על פי חוק, אישר/ה את נכונות ההצהרה לעיל וחתם/ה עליה  
בפניי.

---

חתימה וחותמת

---

תאריך

## AFFIDAVIT

### (International Football Agents)

I the undersigned, \_\_\_\_\_, holder of passport number \_\_\_\_\_, after being warned that I must tell the truth and that I shall be liable to the penalties prescribed by law if I do not do so, hereby declare in writing as follows:

1. I submitted a license application for occupation as a football agent within the international transfer system ("**Application**").
2. Following the application, I hereby confirm that (please mark a line on the incorrect statement and explain it below):
  - a. I have not made false, misleading, or incomplete statements in the application.
  - b. I have never been convicted or settled a criminal charge regarding matters mentioned in the FIFA Football Agent Regulation.
  - c. I have never been the subject of a suspension of two years or more, disqualification, or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct.
  - d. I have never been an official or employee of FIFA, a confederation, a member association, a league, a club, a body that represents the interests of clubs or leagues, or any organization connected directly or indirectly with such organizations and entities.
  - e. I have never held, either personally or through Agency, any interest in a club, academy, league, or Single-Entity League.
  - f. In the 24 months before submitting the application, I have never been found performing Football Agent Services without the required license.
  - g. In the 5 years before the application submission, I never declared or been declared personally bankrupt or been a majority shareholder, director, or key office holder of a business that has declared bankruptcy, entered administration, and/or undergone liquidation.
  - h. In the 12 months before the application submission, I have not held any Interest in any entity, company, or organization that brokers, arranges, or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event to win money.

i. Explanation:

---

---

\_\_\_\_\_  
Date                      Signature

**Approval**

I the undersigned, \_\_\_\_\_, Adv., license number \_\_\_\_\_, hereby confirm that Mr/s. \_\_\_\_\_ appeared before me at my office at \_\_\_\_\_ St., \_\_\_\_\_, and he/she identified himself/herself to me by Passport number \_\_\_\_\_, and after I warned him/her that he/she must declare the truth, and any failure to declare the truth will be punishable by law, he/she has confirmed the accuracy of the above statement and signed it before me.

\_\_\_\_\_  
Date                      Signature and Stamp

**FIFA®**

**RULES**

# Football Agent Exam

JANUARY 2023 EDITION





**Fédération Internationale de Football Association**

President: Gianni Infantino

Secretary General: Fatma Samoura

Address: FIFA  
FIFA-Strasse 20  
P.O. Box  
8044 Zurich  
Switzerland

Telephone: +41 (0)43 222 7777

Internet: [FIFA.com](http://FIFA.com)

# TABLE OF CONTENTS

## DEFINITIONS 4

### 01.

#### GENERAL RULES 8

1. Objectives 8

### 02.

#### PRE-EXAM PROCEDURE 9

2. General provisions 9  
 3. Participation in Exams 9  
 4. Device requirements 10  
 5. Hotspot requirements 11  
 6. Use of items during the Exam Session 11

### 03.

#### EXAM PROCEDURE 12

7. General provisions 12  
 8. Rules of conduct 13  
 9. Invigilators 14  
 10. Force majeure 14

### 04.

#### DISCLOSURE OF EXAM RESULTS 15

11. Exam results 15

### 05.

#### FINAL PROVISIONS 16

12. Abuse of Rules 16  
 13. Matters not provided for 16  
 14. Enforcement 16

# DEFINITIONS

For the purpose of these rules, the terms set out in the FIFA Football Agent Regulations and related FIFA circulars as well as the following definitions (initial capitals) shall apply:

## **ALLOWED ITEMS**

strictly personal items that are permitted to be used during the Exam Session in order to assist a Confirmed Candidate with their Exam attempt; this excludes their Device, Hotspot, personal identification document and/or money or proof of payment of the Exam Fee (if applicable)

## **APPROVED CANDIDATE**

a Candidate who is approved to take an Exam by an MA Administrator and/or FIFA and invited to the Exam Venue to undergo an identity assessment to become a Confirmed Candidate

## **CANDIDATE**

any natural person that registers on the Platform and applies to take an Exam

## **CONFIRMED CANDIDATE**

an Approved Candidate whose identity is assessed and confirmed at the Exam Venue by an MA Administrator and/or Invigilator and is granted access to the Exam

## **DEVICE**

a laptop, used by a Confirmed Candidate to take the Exam

## **EXAM**

the FIFA Football Agent Exam delivered as a web exam test that forms part of the licensing procedure to become a Football Agent in accordance with the FIFA Football Agent Regulations and the related FIFA circulars

## **EXAM FEE**

a fee paid to a member association to cover the costs of organising and holding the Exam

## EXAM SESSION

a specified period of time designated and managed by the MA Administrator and the Invigilators at the Exam Venue, which includes the 60-minute period to sit the Exam

## EXAM VENUE

a venue organised by a member association to host an Exam

## HOTSPOT

a mobile modem used to connect to the internet wirelessly via a mobile network with a data-only SIM card as a stand-alone modem or a part of the Device that is not considered a Prohibited Item

## INVIGILATOR

a person designated by a member association to oversee an Exam at the Exam Venue

## MA ADMINISTRATOR

a person designated by a member association to facilitate the Exam via the Platform

## PRACTICE EXAM

a non-mandatory practice attempt of the Exam available to Approved Candidates on the Platform simulating the Exam experience

## PROHIBITED ITEMS

any items that may aid or raise a reasonable suspicion that they may aid a Candidate during the Exam, including, but not limited to, any communication/mobile devices apart from the Device, including mobile phones, wearables and smart devices, wired or wireless earphones or headphones, or other electronic, mobile, technical or computing equipment capable of accessing the mobile network, internet, email and/or recording and/or storing any form of data

## RULES

these Exam rules, as amended from time to time



## **STUDY MATERIALS**

various FIFA regulations available on the Platform and used by Approved Candidates to prepare for the Exam

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

## **EXAM FEE**

a fee paid to a member association to cover the costs of organising and holding the Exam

## **EXAM SESSION**

a specified period of time designated and managed by the MA Administrator and the Invigilators at the Exam Venue, which includes the 60-minute period to sit the Exam

## **EXAM VENUE**

a venue organised by a member association to host an Exam

## **HOTSPOT**

a mobile modem used to connect to the internet wirelessly via a mobile network with a data-only SIM card as a stand-alone modem or a part of the Device that is not considered a Prohibited Item

## **INVIGILATOR**

a person designated by a member association to oversee an Exam at the Exam Venue

## **MA ADMINISTRATOR**

a person designated by a member association to facilitate the Exam via the Platform

## **PRACTICE EXAM**

a non-mandatory practice attempt of the Exam available to Approved Candidates on the Platform simulating the Exam experience

## PROHIBITED ITEMS

any items that may aid or raise a reasonable suspicion that they may aid a Candidate during the Exam, including, but not limited to, any communication/mobile devices apart from the Device, including mobile phones, wearables and smart devices, wired or wireless earphones or headphones, or other electronic, mobile, technical or computing equipment capable of accessing the mobile network, internet, email and/or recording and/or storing any form of data

## RULES

these Exam rules, as amended from time to time

## STUDY MATERIALS

various FIFA regulations available on the Platform and used by Approved Candidates to prepare for the Exam

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



# GENERAL RULES



## 1. Objectives

1. The objectives of these Rules are to:
  - a) establish the rules for the Exam;
  - b) transparently inform about the Exam procedure;
  - c) promote honest conduct by Approved Candidates and Confirmed Candidates; and
  - d) ensure the regularity and fairness of the Exam.
  
2. These Rules have been prepared by the FIFA general secretariat, can be amended from time to time and are published on the Platform.

# PRE-EXAM PROCEDURE



## 2. General provisions

1. Any Candidate that submits a complete licence application via the Platform shall agree to be bound by these Rules.

## 3. Participation in Exams

1. Participation in Exams is restricted to Approved Candidates who have been invited to sit the Exam, subject to being granted the status of Confirmed Candidates at the Exam Venue. No other persons can be present at the Exam Venue apart from the venue staff organised by the member association (MA Administrators and/or Invigilators) hosting the Exam.
2. If a member association is charging an Exam Fee, such payments are to be completed directly with the member association hosting the Exam in accordance with the information provided on the Platform.
3. Each Approved Candidate has to ensure that they have the following in their possession before arriving at the Venue:
  - a) A valid government-issued personal identification document with a photo, used during the licence application process on the Platform
  - b) A Platform-compatible Device
  - c) A Hotspot internet connection
  - d) If applicable, money for or proof of payment of the Exam Fee in accordance with the information provided on the Platform



4. A member association hosting the Exam will establish the identity of each Approved Candidate alongside, if applicable, the relevant payment of the Exam Fee. An Approved Candidate who successfully satisfies those pre-Exam requirements will be granted the status of a Confirmed Candidate by an MA Administrator on the Platform.
5. If an Approved Candidate does not satisfy those pre-Exam requirements to be granted, the status of a Confirmed Candidate, or any other requirements prescribed in these Rules that are to be checked before the start of the Exam Session, an MA Administrator will be able to disqualify that Approved Candidate from sitting the Exam and instruct them to leave the Exam Venue. Any such decision will be final without the right to any appeal, and the Approved Candidate may reapply for the Exam on the next available date.

#### **4. Device requirements**

1. A Device used by a Confirmed Candidate to take the Exam shall be based on an operating system that is compatible with the requirements of the Platform and the Exam.
2. The Platform will make available a Practice Exam to allow the Approved Candidates to test the compatibility of their Devices and Hotspots with the Platform and the Exam.
3. It is each Approved Candidate's and Confirmed Candidate's obligation to ensure that their Device and Hotspot are compatible with the technical requirements of the Platform and the Exam and that they have enough battery power to last throughout the Exam Session. The compatibility with such technical requirements shall be checked by using the Platform and/or the Practice Exam before arriving at the Exam Venue.
4. A Confirmed Candidate whose Device and/or Hotspot is not compatible with the Platform and/or Exam or malfunctions during the Exam Session will be disqualified from the Exam by the MA Administrator. Any such decision will be final without the right to any appeal.

## 5. Hotspot requirements

1. An Approved Candidate needs to bring to the Exam Venue a Hotspot and ensure that they have a stable, uninterrupted internet connection with enough bandwidth during the Exam.
2. Mobile devices cannot be used as Hotspots as their use will not be allowed during the Exam at any point as they must be switched off.
3. If the internet access fails during the Exam, a Confirmed Candidate's Exam attempt will be considered null and void, and the Confirmed Candidate may reapply for the Exam on the next available date.

## 6. Use of items during the Exam Session

1. Approved Candidates and Confirmed Candidates may bring and use any of the following Allowed Items during the Exam Session after consulting the MA Administrator and the Invigilators at the Exam Venue (exhaustive list):
  - a) A pair of prescription glasses
  - b) A non-alcoholic beverage container
  - c) Study Materials
  - d) Any medical or disability aids (e.g. hearing aids) with an appropriate medical prescription or similar
2. Approved Candidates and Confirmed Candidates are not allowed to bring any of the following Prohibited Items to the Exam Venue (non-exhaustive list):
  - a) Communication devices such as mobile phones, tablets, smart devices, wearables, or radios
  - b) Media players, earphones, headphones and foam earplugs
  - c) Any other items that can potentially be misused or raise a reasonable suspicion that they can be misused during the Exam to provide any Approved Candidate or Confirmed Candidate with an unfair advantage over other Confirmed Candidates or distract them from their Exam attempt
3. The MA Administrator and the Invigilators will have the final discretionary decision as to whether or not an item is allowed to be taken into the Exam Venue and used during the Exam Session. Their decision is final without the right to any appeal.
4. All items not allowed into the Exam Venue will be stored during the Exam Session in accordance with the Invigilators' instructions.



# EXAM PROCEDURE



## 7. General provisions

1. All Approved Candidates and Confirmed Candidates are required to act in accordance with the guidelines provided by the MA Administrator and the Invigilators at the Exam Venue.
2. The MA Administrator and/or the Invigilators will announce the start of the Exam Session, during which no additional Approved Candidates or Confirmed Candidates will be admitted to the Exam Venue to start their Exam attempt.
3. A Confirmed Candidate that completes their Exam early shall inform an Invigilator of their intent to leave the Exam Session early without disturbing other Confirmed Candidates. No temporary breaks will be allowed and any unauthorised departure from the Exam Session and/or the Exam Venue will constitute a withdrawal from the Exam.

## 8. Rules of conduct

1. The MA Administrator and/or the Invigilators will announce the start and end of the Exam Session.
2. All Confirmed Candidates shall act honestly in accordance with the generally accepted principles of academic, professional and personal integrity and these Rules.
3. The following conduct is not allowed at any stage of the Exam Session and Confirmed Candidates will be subject to suspension from the Exam Session if they are identified as:
  - a) using Prohibited Items or any electronic and communication hardware except the Device and the Hotspot;
  - b) communicating or attempting to communicate with anyone (except the Invigilators) inside or outside the Exam Venue during the Exam Session;
  - c) copying or attempting to copy Exam answers from anyone during the Exam;
  - d) being involved in any arrangement whereby another party undertakes the Exam on another party's behalf by impersonating them or otherwise violating these Rules;
  - e) causing a disturbance or disruption including, but not limited to, disturbing other Confirmed Candidates by any means not suitable for an academic examination environment, such as receiving calls on a Prohibited Item regardless if it is in their possession or not;
  - f) leaving the Exam Session or the Exam Venue for any reason without prior permission from an Invigilator;
  - g) recording the Exam and/or the Exam Session on their Devices or in some other form, including taking screenshots, pictures, video or audio recordings;
  - h) copying the Exam questions or answers and/or sharing them by any means with any third parties; and
  - i) using other software, external websites, or other web browser tabs during the Exam.
4. If any Prohibited Items are confiscated by an Invigilator, they will be retained until such time that it can be checked that they have not been used in violation of these Rules.



## 9. Invigilators

1. The Exam Venue and the Exam Session will be monitored by Invigilators designated by the member association hosting an Exam. They are responsible for ensuring that these Rules are strictly followed.
2. Any evidence of a violation of these Rules, in particular the rules of conduct, which occurs during the Exam, should be noted in detail by the MA Administrator and the Invigilators. The MA Administrator and the Invigilators who are aware or become aware that an Approved Candidate or a Confirmed Candidate may have failed to follow the Rules in any way, is obliged to report those details to FIFA on the Platform and immediately cancel the Exam attempt of a Confirmed Candidate who is in breach of the Rules, including post-Exam reports of those Exam attempts that have already been submitted. Their decision is final without the right to any appeal.
3. Invigilators will not offer any assistance to the Approved Candidates and/or Confirmed Candidates.
4. Any Confirmed Candidates in need of assistance shall raise their hand and wait for the Invigilators to approach them. Any communication between the two shall be conducted quietly in order not to disturb other Confirmed Candidates sitting the Exam and will be restricted to brief consultation on technical and/or procedural matters concerning the Exam and the Exam Session.

## 10. Force majeure

1. If a force majeure occurs during the Exam that prevents the start or continuation of the Exam Session in an Exam Venue, Approved Candidates or Confirmed Candidates (as applicable) may take the Exam on the next available date, following prior approval by FIFA. The malfunctioning of a Device and/or Hotspot will not be considered a force majeure event.

# DISCLOSURE OF EXAM RESULTS



## 11. Exam results

1. Once the Exam Session is concluded, the Confirmed Candidates shall leave the Exam Venue. The Exam results will be communicated on the Platform within seven business days of the date of the Exam.
2. If the Confirmed Candidate:
  - a) passes the Exam, they shall follow the instructions established on the Platform to complete the licensing procedure;
  - b) fails to pass the Exam by scoring below the relevant pass mark, they may review their Exam attempt during a limited time window;
  - c) fails to comply with these Rules, they will be informed accordingly on the Platform of the reason for the cancellation of their Exam attempt.
3. All Exam results will be final without the right to any appeal.



# FINAL PROVISIONS



## 12. Abuse of Rules

1. Any abuse of these Rules by any individual and/or member association will be reported directly to the FIFA general secretariat on the Platform.

## 13. Matters not provided for

1. Any matters that arise at the Exam Venue that are not provided for in these Rules will be decided by the member association hosting the Exam, and all other matters will be decided by the FIFA general secretariat. Such decisions are final.

## 14. Enforcement

1. These regulations come into effect on 9 January 2023 and are published on the Platform.

Zurich, 9 January 2023

**FIFA®**