

FIFA REGULATIONS GOVERNING MATCH AGENTS

At its meeting on 17 December 2002, the FIFA Executive Committee passed the following regulations in compliance with Art. 16 par. 3 of the Regulations governing the Application of the FIFA Statutes.

Preamble

- 1 These regulations govern the occupation of match agents who arrange matches between teams belonging to different confederations.
- 2 Any confederation that makes use of its entitlement to issue its own match agent's licence (cf. Art. 3 par. 2 of these regulations) shall ensure that its regulations are based on the guidelines contained in these regulations. In particular, the principles outlined under Art. 4, 8, 9, 12, 16, 17, 19 and 24 of these regulations are binding for confederations.

I. Principles

Art. 1

The employment of agents to arrange matches shall be permitted (cf. Art. 16, par. 1 of the Regulations governing the Application of the Statutes).

Art. 2

Agents who arrange matches between teams belonging to different confederations must be in possession of a licence issued by FIFA (cf. Art. 16, par. 3 of the Regulations governing the Application of the Statutes).

Art. 3

- 1 Agents who arrange matches between teams from the same confederation must be officially recognised by the confederation in question (cf. Art. 16, par. 2 of the Regulations governing the Application of the Statutes).
- 2 Confederations shall be entitled to make provisions to issue a licence of their own.
- 3 If a confederation makes use of this entitlement, an agent who is either domiciled or has his headquarters within that confederation shall not be authorised to become a FIFA agent unless he has already obtained a licence from this confederation.
- 4 If a confederation has no provisions to issue a licence, the agents may obtain a licence from FIFA.

II. FIFA licence

Art. 4

- 1 Anyone wishing to obtain a FIFA licence to arrange matches shall send a written request to the FIFA general secretariat.
- 2 Only a natural person may apply for a licence. Applications from companies or clubs are not permitted.

Art. 5

- 1 The national association where the prospective agent is either domiciled or has his headquarters shall enclose written confirmation with the application that
 - (a) the candidate applying for the licence has a good reputation;
 - (b) it does not object to the candidate acting as agent to organise matches.
- 2 It is the responsibility of the national association in question to examine the application.

Art. 6

In his application, the prospective agent shall formally declare that he is fully conversant with the terms of these regulations and of the provisions contained in Art. 16 of the Regulations governing the Application of the FIFA Statutes and that he accepts the conditions therein.

Art. 7

Once the above-mentioned conditions have been fulfilled, the FIFA general secretariat shall submit the application received to the FIFA Players' Status Committee.

Art. 8

- 1 Once the application has been approved by the FIFA Players' Status Committee, the candidate shall conclude professional liability insurance with an insurance company in his country.

If the candidate is domiciled or has his headquarters in the European Union (EU)/European Economic Area (EEA), he may conclude the requisite insurance policy with an insurance company in any EU/EEA country.

The candidate shall then send the insurance policy to the FIFA general secretariat.

- 2 The aim of the insurance is to cover any claims for compensation that are made by any party under contract with a match agent and that have arisen from the match agent's typical activities which, in the opinion of FIFA, have contravened the principles of these regulations (cf. Art. 20 of these regulations). The policy shall therefore be worded in such a way that every possible risk connected with a match agent's occupation is covered.
- 3 The minimum amount to be covered by the insurance policy shall not be less than CHF 200,000 or the equivalent in another currency. Match agents may insure themselves for a higher amount in accordance with their turnover.
- 4 The professional liability insurance policy shall also cover claims made after expiry of the policy regarding events that occurred during the duration of the policy.
- 5 The match agent is required to renew the insurance policy as soon as it has expired and automatically send the relevant documents to the FIFA general secretariat.

Art. 9

- 1 If it is impossible for the candidate to conclude a professional liability insurance policy in his country in compliance with Art. 8 above, he may deposit a bank guarantee to the amount of CHF 100,000. The guarantee shall be issued by a Swiss bank and shall be irrevocable.
- 2 Only FIFA has access to this bank guarantee. The bank guarantee has the same objective as that of professional liability insurance (cf. Art. 8 par. 2 of these regulations). The amount of the guarantee (CHF 100,000) does not represent the maximum amount that may be due to any party claiming damages.
- 3 If the amount of the guarantee is reduced by a payment from the bank in response to a claim for damages against a match agent, the agent's licence will be suspended until the amount of the guarantee has been restored to the initial amount (CHF 100,000).

Art. 10

Once it has received the professional liability insurance policy or, in exceptional cases, the bank guarantee, the FIFA general secretariat shall issue the licence.

Art. 11

The rights and duties described under chapter III below are inherent in the licence.

Art. 12

The match agent's licence is not transferable. It is not commercial property that can be negotiated, loaned or sold.

III. Rights and duties inherent in the FIFA licence

Art. 13

The FIFA licence to arrange matches confers upon the holder the exclusive right to arrange friendly matches or tournaments between national teams or clubs from different confederations.

Art. 14

It is the responsibility of the clubs to obtain authorisation from their national associations to arrange one or more match(es) involving two clubs from different national associations.

Art. 15

If no arrangements have been made directly between clubs and/or national associations, the latter shall, in principle, only authorise matches organised by authorised agents.

Art. 16

The club, national association or the person the match agent claims he is representing, shall, upon demand, confirm such a mandate in writing as well as any commitments undertaken on their behalf.

Art. 17

Any commitments undertaken by and for a match agent shall be drawn up in duplicate in writing in the form of a contract signed by all the parties concerned.

Art. 18

- 1 To be valid, a contract drawn up in accordance with Art. 17 shall contain provisions covering:
 - (a) expenses for travel, board and basic living costs of the contractual parties;
 - (b) the total net indemnification (after deduction of all charges, levies or taxes) due to the contractual parties;
 - (c) the conditions that shall apply if a match is (or matches are) cancelled in the case of force majeure;
 - (d) the conditions that shall apply if a player who was due to have been fielded under the terms of the contract does not appear in the team (including reasons of force majeure);
 - (e) the fact that the parties concerned shall be aware of these regulations and undertake to observe the provisions therein.
- 2 Contracts that do not include one or more of the above provisions shall be null and void.

Art. 19

- 1 The commission received by the FIFA match agent shall not exceed 25% of the amount he has negotiated for the club or national association he represents. Contractual provisions that contain higher commission shall be null and void, but do not affect the validity of the contract as a whole.
- 2 If the contract concluded between the FIFA match agent and his client does not contain any provisions regarding commission, the match agent shall be entitled to compensation of 10% of the amount he has negotiated for the club or national association he represents.

Art. 20

- 1 FIFA may intervene to ensure that any commitments undertaken between match agents and teams under contract to the agents are observed only if the two conditions mentioned under Art. 16 par. 4 of the Regulations governing the Application of the FIFA Statutes have been complied with.
- 2 If one of the parties to the contract can prove that it has suffered loss as a result of a match agent's activities, the FIFA Players' Status Committee may decide to indemnify the party concerned from the professional liability insurance or, in exceptional cases, the bank guarantee provided by the match agent (cf. Art. 8 and 9 of these regulations).
- 3 If a match agent repeatedly creates problems, the FIFA Players' Status Committee may decide to withdraw his licence.
- 4 Any national association or club that does not observe the commitments it has undertaken or fails to adhere to the provisions contained herein shall be sanctioned in accordance with the statutes and regulations in force.

Art. 21

The body responsible at FIFA for supervising and ruling on any matters connected with the application of these regulations shall be the FIFA Players' Status Committee.

IV. Disputes**Art. 22**

- 1 In the event of a dispute between a match agent and a national association, a club and/or another match agent, the complaint shall be submitted to the FIFA Players' Status Committee for consideration and resolution.
- 2 Any confederation that makes use of the entitlement to issue a match agent's licence (cf. Art. 3 of these regulations) shall be responsible for dealing with disputes between a match agent and a national association, a club and/or another match agent, whenever all of the parties involved are registered with the same confederation. In such a case, the confederation in question is obliged to deal with the case and pass a decision.
- 3 The FIFA Players' Status Committee shall not consider any dispute under these regulations if more than two years have elapsed since the facts leading to the dispute arose, and in any case no later than six months after the match agent concerned has terminated his activity as such.

V. Termination of Activity**Art. 23**

- 1 Any FIFA match agent who terminates his activity is obliged to return his licence.
- 2 The match agent may not cancel his professional liability insurance policy until he has terminated his occupation (the licence has either been returned or withdrawn). The match agent shall, however, ensure that any claim for compensation that is made after termination of his occupation and that arises from his former activity as a match agent is covered by the insurance (cf. Art. 8 par. 4 of these regulations).

VI. Transitional Provisions**Art. 24**

Any match agent who has deposited a bank guarantee with a Swiss bank in compliance with Art. 8 of the Regulations governing Match Agents dated 2 May 1995 may request FIFA to release the bank guarantee upon production of a professional liability insurance policy. The policy shall have been issued by an insurance company in the country of the match agent concerned.

If the match agent is domiciled or has his headquarters in the European Union (EU)/European Economic Area (EEA), he may conclude the requisite insurance policy with an insurance company in any EU/EEA country.

Art. 25

Any dispute between a match agent and a national association, a club and/or another match agent that was submitted to FIFA before these regulations came into force shall be settled in compliance with the former version of the FIFA Regulations governing Match Agents dated 2 May 1995.

VII. Final Provisions**Art. 26**

Any matter not provided for in these regulations shall be settled by the FIFA Players' Status Committee.

Art. 27

These regulations were initially adopted on 13 June 1991 and subsequently amended on 31 May 1995 and 17 December 2002.