

## FIFA REGULATIONS

### FIFA PLAYERS' AGENTS REGULATIONS

The following regulations have been issued in accordance with article 14 of the Regulations Governing the Application of the FIFA Statutes:

1. **Players' agent:** a natural person who, for a fee, introduces players to clubs with a view to negotiating or renegotiating an employment contract or introduces two clubs to one another with a view to concluding a transfer agreement, in compliance with the provisions set forth in these regulations.
2. **Licence:** an official certificate issued by the relevant association enabling a natural person to act as a players' agent.
3. **Applicant:** a natural person wishing to obtain a licence enabling him to act as a players' agent.

Reference is also made to the Definitions section in the FIFA Statutes and Regulations on the Status and Transfer of Players.

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

#### I. INTRODUCTORY PROVISION

Article 1 Scope

1. These regulations govern the occupation of players' agents who introduce players to clubs with a view to negotiating or renegotiating an employment contract or introduce two clubs to one another with a view to concluding a transfer agreement within one association or from one association to another.
2. The application of these regulations is strictly limited to the players' agents' activities described in the paragraph above.
3. In particular, these regulations do not cover any services which may be provided by players' agents to other parties such as managers or coaches. Such activity is regulated by the laws applicable in the territory of the association.
4. These regulations shall also ensure the appropriate training and standard of players' agents.
5. The associations are required to implement and enforce these regulations in accordance with the duties assigned herein. In addition, they shall draw up their own regulations which shall incorporate the principles established in these regulations and may only deviate from these regulations where the provisions of the latter do not comply with the laws applicable in the territory of the association. The association shall submit its regulations and any relevant amendments to the FIFA Players' Status Committee for prior approval within two years of the present regulations coming into force.

#### II. ADMISSIBILITY OF PLAYERS' AGENTS' ACTIVITY

Article 2 General

1. Both players and clubs are entitled to engage the services of a licensed players' agent in connection with a transfer or with a view to negotiating or renegotiating an employment contract. The players' agent is entitled to be remunerated for the service he provides. In authorising the activity of players' agents, these regulations do not release a players' agent from his obligation to comply with the laws applicable in the territory of the association, in particular those relating to job placement.
2. Subject to articles 4.1 and 4.2, players and clubs are forbidden from using the services of a unlicensed players' agent.

#### Article 3 Admissibility of licensed players' agents

1. Players' agents' activity may only be carried out by natural persons who are licensed by the relevant association to carry out such activity.
2. A players' agent may organise his occupation as a business as long as his employees' work is restricted to administrative duties connected with the business activity of a players' agent. Only the players' agent himself is entitled to represent and promote the interests of players and/or clubs in connection with other players and/or clubs.

#### Article 4 Exempt individuals

1. The parents, siblings or spouse of the player may represent him in the negotiation or renegotiation of an employment contract.
2. A legally authorised practising lawyer in compliance with the rules in force in his country of domicile may represent a player or a club in the negotiation of a transfer or employment contract.
3. The activity of such exempt individuals does not fall under the jurisdiction of FIFA.

### III. ACQUISITION AND LOSS OF PLAYERS' AGENT LICENCE

#### Article 5 Responsibility for issuing a licence

1. Players' agent licences are issued by the association of the country of which the applicant is a national; in the case of applicants with dual or multiple nationality, this means the nationality most recently acquired. If the applicant has been continuously resident in another country for two years or more, only this association, and not the one of the country of which the applicant is a national, is responsible for issuing the licence.
2. If an applicant resides in a different EU/EEA country from the country of which he is a national, he shall send a written application to the association of his country of domicile without the obligation to have resided there continuously for at least two years.

#### Article 6 Prerequisites for application

1. The applicant is required to submit a written application for a players' agent licence to the relevant association. The applicant must be a natural person with an impeccable reputation. An applicant is deemed to have an impeccable reputation if no criminal sentence for a financial or violent crime has ever been passed against him.
2. An applicant may not, under any circumstances, hold a position as an official, employee, etc. at FIFA, a confederation, an association, a league, a club or any organisation connected with such organizations and entities.
3. Such prerequisites for applying for a licence must be satisfied at all times throughout the players' agent's entire career (cf. article 15).
4. By the act of applying, an applicant agrees to abide by the statutes, regulations, directives and decisions of the competent bodies of FIFA as well as of the relevant confederations and associations.

#### Article 7 Application

The association is responsible for ascertaining that an application satisfies the relevant prerequisites. If any prerequisite is not met, the application shall be rejected. In such cases, the applicant may submit all the relevant documents to the FIFA Players' Status Committee and request a reassessment of whether his application fulfils the relevant prerequisites. If the prerequisites are deemed to have been satisfied, FIFA shall instruct the relevant association to continue with the licensing procedure. If the applicant is not eligible to be issued with a licence, he may subsequently reapply for a licence at such time as he is able to fulfill the prerequisites for applying.

## Article 8 Examination procedure

1. If an application satisfies the relevant prerequisites, the association shall invite the applicant to take a written examination. The associations may hold examinations twice a year in the months of March and September. The exact dates shall be determined by FIFA in January and June of each year. The examination is organised by the association and held under the general supervision of FIFA. FIFA reserves the right to execute spot checks at the associations with regard to the examination procedure.
2. If, for any reason, an association is not able to hold an examination on the set date, it may decide not to hold an examination at all, but it shall announce its decision not to do so in advance through its official communication channels. In any case, an association is only permitted to decide not to organise an examination for two consecutive sessions.
3. The association may charge the applicant an appropriate fee, but exclusively in order to cover the costs of organising and holding the examination. Said fee may not exceed these costs.
4. The examination shall be set as a multiple-choice test. The applicant shall be considered to have passed the examination if he attains the minimum mark set by FIFA.
5. Each applicant shall be tested on the following subjects:
  - a) knowledge of the current football regulations, especially in connection with transfers (the statutes and regulations of FIFA, the confederations and the association in whose country the applicant is taking the examination);
  - b) knowledge of civil law (basic principles of personal rights) and the law of obligations (law of contract).
6. Each examination shall consist of twenty questions, fifteen on international regulations and five on national regulations. The applicants shall have between 60 and 90 minutes to complete the examination. Associations are free to fix the exact duration of the examination within these parameters.
7. Each association shall set its own questions on national subjects, whereas FIFA shall set the questions on its own statutes and regulations and provide the association with the relevant examination paper.
8. The part of the examination referred to in the previous paragraph must be carried out by using the questionnaire supplied by FIFA. One such questionnaire shall be presented to each applicant.
9. FIFA shall set the minimum mark required to pass the examination. Each correct answer shall be awarded one point only.
10. Before they take the examination, the associations shall inform the applicants of the maximum time at their disposal as well as the minimum mark to be attained.
11. After the examination, the examination papers shall be marked in due course and without delay and the applicant shall be informed of the outcome.
12. An applicant who fails to attain the minimum mark may apply to retake the examination on the next available date.
13. If an applicant fails to attain the minimum mark at the second attempt, he may not retake the examination until the next calendar year has elapsed. Only then may he apply to take the examination a third time, in which case he may choose to be examined by the association concerned or by FIFA.
14. Any applicant who fails to attain the minimum mark at the third attempt may not take the examination again for another two years.
15. Enquiries concerning the results of the examination may be referred to the relevant association or to FIFA via the relevant association within six months of the date of the relevant examination.

#### Article 9 Conclusion of liability insurance

1. If the applicant passes the written examination, the association shall request him to conclude (subject to article 10 of these regulations) professional liability insurance in his own name (cf. Annexe 2) with a reputable insurance company, preferably in his country. The insurance shall adequately cover any risks that may arise from the players' agent's activity. The insurance shall also cover any damages that may be incurred after the termination of the players' agent's activity but that were caused by such activity. The policy shall therefore be worded in such a way that every possible risk connected with the players' agent's occupation is covered.
2. It is the responsibility of the association issuing the licence to check the compliance of the professional liability insurance with these regulations.

#### Article 10 Issue of bank guarantee

Instead of the professional liability insurance policy referred to in article 9 above, the applicant may provide a bank guarantee from a Swiss bank for a minimum amount of CHF 100,000 under the limitations set out in Annexe 2. The bank guarantee shall be issued by a Swiss bank and accompanied by an irrevocable statement that the guaranteed amount shall be paid out unconditionally if a judgment is passed by a court, a tribunal and/or by the relevant football authorities in favour of a player, a club or another players' agent who has suffered damages as a result of the players' agent's activity.

#### Article 11 Compliance with Code of Professional Conduct and football regulations

The successful applicant shall sign the Code of Professional Conduct (cf. Annexe 1) governing his activity and agree to comply with that Code of Professional Conduct. The association must keep the original of the signed Code of Professional Conduct.

#### Article 12 Issue of licence

1. If all of the prerequisites for the issue of a players' agent licence are satisfied, including the signing of the Code of Professional Conduct and the conclusion of professional liability insurance or bank guarantee (where applicable), the association shall issue the licence. The licence is strictly personal and non-transferable. Essentially, it allows the players' agent to conduct his work in organised football on a worldwide basis, with due respect to the laws applicable in the territory of the association (cf. article 2.1).
2. After the player's agent has received his licence, he may add the following title to his name: "Players' agent licensed by the football association of [country]".
3. If an applicant does not fulfil all prerequisites within six months of the date he took the examination, he shall have to resit the examination.

#### Article 13 Publication

1. Each association is obliged to keep an up-to-date list of all the players' agents to which it has issued a licence and publish it in an appropriate form (internet, circular letter, etc.). A copy of this register shall be submitted to FIFA after every examination date; any amendment, such as the withdrawal or return of a licence, shall also be communicated to FIFA immediately. Furthermore, the association shall also inform FIFA of any sanction proceedings (cf. Chapter VII) that are instituted and their outcome.
2. Each association has until 30 June of each year to submit to FIFA a report on the activity of players' agents in its territory in the previous year including statistics and sensitive information, such as the number of players' agents, details of players' agents commencing and ending their activity, sanctions imposed on players' agents, their criminal record, including pending proceedings, and any possible circumstance having an effect on the players' agents' reputations.

#### Article 14 Loss of licence

A licence is lost when it is withdrawn because the players' agent no longer fulfils the

relevant prerequisites (cf. articles 6, 9 and 10), returned as a result of the termination of the activity (cf. article 18) or as a result of a sanction (cf. Chapter VII).

#### Article 15 Withdrawal of licence due to failure to meet prerequisites

If a players' agent no longer fulfils the prerequisites for holding a licence (i.e. any of the prerequisites specified in articles 6, 9 and 10), the relevant association shall withdraw his licence. If the unfulfilled prerequisite can be remedied, the appropriate body at the association shall set the players' agent a reasonable time limit in which to satisfy the relevant requirements. If, at the expiry of such a time limit, the requirements are still not satisfied, the licence shall be definitively withdrawn.

#### Article 16 Examination of prerequisites

The association shall monitor on an ongoing basis whether players' agents still fulfil the prerequisites for holding a licence.

#### Article 17 Re-examination

1. The licence expires five years after its date of issue.
2. The players' agent shall send a written application to the relevant association to resit the exam before the date on which his licence is due to expire, in accordance with article 5 above. If the players' agent does not send a written application to resit the exam within five years of the date of issue of the licence, his licence shall be automatically suspended.
3. If the players' agent meets the deadline set out in paragraph 2 above, his licence shall remain valid until the date of the next available examination.
4. If the players' agent fails this examination, his licence shall be automatically suspended until such time as he passes it.
5. The players' agent may retake the examination at the next available session. There is no limit on the number of times a players' agent may retake the examination.

#### Article 18 Termination of activity

1. Any players' agent who decides to terminate his activity is obliged to return his licence to the association that issued it. Failure to comply with this provision shall entail the cancellation of the licence and publication of this decision.
2. The association shall publish the names of those players' agents who have terminated their activity and notify FIFA without delay.

## IV. RIGHTS AND OBLIGATIONS OF PLAYERS' AGENTS

#### Article 19 Representation contract

1. A players' agent shall be permitted to represent a player or a club only by concluding the relevant written representation contract with that player or club.
2. If the player is a minor, the player's legal guardian(s) shall also sign the representation contract in compliance with the national law of the country in which the player is domiciled.
3. The representation contract shall be valid for a maximum period of two years. It may be extended for another maximum period of two years by a new written agreement and may not be tacitly prolonged.
4. The representation contract shall explicitly state who is responsible for paying the players' agent and in what manner. Any laws applicable in the territory of the association shall be taken into account. Payment shall be made exclusively by the client of the players' agent directly to the players' agent. However, after the conclusion of the relevant transaction, the player may give his written consent for the club to pay the player's agent on his behalf. The payment made on behalf of the player must reflect the general terms of payment agreed between the player and the player's agent.

5. Such a representation contract must contain the following minimum details: the names of the parties; the duration and the remuneration due to the players' agent; the general terms of payment; the date of completion and the signature of the parties.
6. The representation contract shall be issued in four originals which shall be duly signed by both parties. The player or the club shall keep the first copy and the players' agent the second. For registration purposes, the players' agent is advised to send the third and fourth copies to his association and the association to which the player or club belongs within 30 days of their having been signed.
7. The provisions set out in this article are without prejudice to the client's right to conclude an employment contract or a transfer agreement without the assistance of a representative.
8. Players' agents shall avoid all conflicts of interest in the course of their activity. A players' agent may only represent the interests of one party per transaction. In particular, a players' agent is forbidden from having a representation contract, a cooperation agreement or shared interests with one of the other parties or with one of the other parties' players' agents involved in the player's transfer or in the completion of the employment contract.

#### Article 20 Remuneration

1. The amount of remuneration due to a players' agent who has been engaged to act on a player's behalf is calculated on the basis of the player's annual basic gross income, including any signing-on fee that the players' agent has negotiated for him in the employment contract. Such amount shall not include the player's other benefits such as a car, a flat, point premiums and/or any kind of bonus or privilege which is not guaranteed.
2. The players' agent and the player shall decide in advance whether the player shall remunerate the players' agent with a lump sum payment at the start of the employment contract that the players' agent has negotiated for the player or whether he shall pay annual installments at the end of each contractual year.
3. If the players' agent and the player do not decide on a lump sum payment and the player's employment contract negotiated by the players' agent on his behalf lasts longer than the representation contract between the players' agent and the player, the players' agent is entitled to annual remuneration even after expiry of the representation contract. This entitlement lasts until the relevant player's employment contract expires or the player signs a new employment contract without the involvement of the same players' agent.
4. If the players' agent and the player cannot reach agreement on the amount of remuneration to be paid or if the representation contract does not provide for such remuneration, the players' agent is entitled to payment of compensation amounting to three per cent of the basic income described in paragraph 1 above which the player is due to receive from the employment contract negotiated or renegotiated by the players' agent on his behalf.
5. A players' agent who has been contracted by a club shall be remunerated for his services by payment of a lump sum that has been agreed upon in advance.

#### Article 21 Standard representation contract

1. FIFA shall provide the associations with a standard representation contract (cf. Annexe 3).
2. Every players' agent is advised to use this standard contract. The parties to the contract are at liberty to enter into additional agreements and to supplement the standard contract accordingly, provided that the laws applicable in the territory of the association for arranging employment in the country concerned are duly complied with.

Article 22 Right to make contact, prohibition on approaches

1. Licensed players' agents have the right to:
  - a) contact every player who is not, or is no longer, under an exclusive representation contract with another players' agent;
  - b) represent the interests of any player or club that requests him to negotiate or renegotiate contracts on his/its behalf;
  - c) take care of the interests of any player who requests him to do so;
  - d) take care of the interests of any club which requests him to do so.
2. Players' agents are prohibited from approaching any player who is under contract to a club with the aim of persuading him to terminate his contract prematurely or to violate any obligations stipulated in the employment contract. It shall be presumed, unless established to the contrary, that any players' agent involved in a contractual breach committed by the player without just cause has induced such breach of contract.
3. Every players' agent shall ensure that his name, signature and the name of his client appear in any contracts resulting from transactions in which he is involved.

Article 23 Adherence to statutes, regulations and laws applicable in the territory of the association

1. Players' agents shall respect and adhere to the statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and the associations, as well as the laws governing job placement applicable in the territory of the association.
2. Players' agents shall ensure that every transaction concluded as a result of their involvement complies with the provisions of the aforementioned statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and the associations, as well as the laws applicable in the territory of the association.

Article 24 Adherence to Code of Professional Conduct

1. Players' agents shall abide by the principles described in the Code of Professional Conduct (cf. article 11).
2. In particular, upon request players' agents shall give the relevant body of each association and/or FIFA all of the requisite information and submit the necessary papers.

## V. RIGHTS AND OBLIGATIONS OF PLAYERS

Article 25 Engagement of licensed players' agents

1. A player may only engage the services of a licensed players' agent to represent him in the negotiation or renegotiation of an employment contract.
2. A player is obliged, if he himself does not negotiate directly with clubs, only to work with licensed players' agents, subject to the exceptions listed under article 4.
3. It is the player's duty to satisfy himself that a players' agent is appropriately licensed prior to signing the relevant representation contract.

Article 26 Reference in negotiated contracts

1. Any contract concluded as a result of negotiations conducted by a licensed players' agent who was engaged by the player concerned shall specify the players' agent's name.
2. If a player does not use the services of a players' agent, this fact shall also be explicitly stated in the relevant employment contract.

**VI. RIGHTS AND OBLIGATIONS OF CLUBS**

Article 27 Engagement of licensed players' agents

1. Clubs are entitled to engage the services of licensed players' agents to represent them in negotiations relating to player transfers or employment contracts.
2. Clubs are obliged, if they themselves do not negotiate directly with players, only to work with licensed players' agents, subject to the exceptions listed under article 4.2.
3. It is the clubs' duty to satisfy themselves that a players' agent is appropriately licensed prior to signing the relevant representation contract.

Article 28 Reference in negotiated contracts

1. Any contract concluded as a result of negotiations conducted by a licensed players' agent who was engaged by the club concerned shall specify the players' agent's name.
2. If the club does not use the services of a players' agent, this fact shall also be explicitly mentioned in the relevant transfer and/or employment contract(s).

Article 29 Payment restrictions and assignment of rights and claims

1. No compensation payment, including transfer compensation, training compensation or solidarity contribution, that is payable in connection with a player's transfer between clubs, may be paid in full or part, by the debtor (club) to the players' agent, not even to clear an amount owed to the players' agent by the club by which he was engaged in its capacity as a creditor. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player.
2. Within the scope of a player's transfer, players' agents are forbidden from receiving any remuneration other than in the cases provided under Chapter IV of the present regulations.
3. If the association concerned so requires, payments in favour of players' agents shall be made through a bank account designated by the relevant association.

**VII. DISPUTES IN CONNECTION WITH PLAYERS' AGENTS' ACTIVITY**

Article 30 General provisions

1. To deal with domestic disputes in connection with players' agents' activity, the associations shall as a last resort refer any dispute arising from or relating to national players' agents regulations to an independent, duly constituted and impartial court of arbitration, while taking into account the FIFA Statutes and the laws applicable in the territory of the association.
2. In the case of international disputes in connection with the activity of players' agents, a request for arbitration proceedings may be lodged with the FIFA Players' Status Committee.
3. If there is reason to believe that a case raises a disciplinary issue, the Players' Status Committee or single judge (as the case may be) shall submit the file to the Disciplinary Committee together with the request for the commencement of disciplinary proceedings, in accordance with the FIFA Disciplinary Code and Chapter VIII below.
4. The Players' Status Committee or single judge (as the case may be) shall not hear any case subject to these regulations if more than two years have elapsed from the event giving rise to the dispute or more than six months have elapsed since the players' agent concerned has terminated his activity. The application of this time limit shall be examined ex officio in each individual case.
5. The detailed procedures for the resolution of disputes in connection with the activity of players' agents are further outlined in the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.

## VIII. SANCTIONS

### Article 31 General provision

Sanctions may be imposed on any players' agent, player, club or association that violates these regulations, their annexes or the statutes or other regulations of FIFA, the confederations or the associations.

### Article 32 Competence, limitation and costs

1. In domestic transactions, the relevant association is responsible for imposing sanctions. This responsibility, however, does not preclude the competence of the FIFA Disciplinary Committee to impose sanctions on a players' agent involved in a domestic transfer within an association other than the one that issued his players' agent licence.
2. In International transactions, the FIFA Disciplinary Committee is responsible for imposing sanctions in accordance with the FIFA Disciplinary Code.
3. In the event of any uncertainty or dispute regarding competence, the FIFA Disciplinary Committee shall decide who is responsible for imposing sanctions.
4. Each association shall appoint a body responsible for sanctioning players' agents, players and clubs. The associations shall ensure that after every channel at association level has been exhausted, parties sanctioned on the grounds of these regulations have the opportunity to lodge an appeal with an independent, duly constituted and impartial court of arbitration enabled to pass judgment.
5. Sanction proceedings may be initiated by the relevant association or by FIFA, either on its own initiative or upon request.

### Article 33 Sanctions on players' agents

1. The following sanctions may be imposed on players' agents for violation of these regulations and their annexes in accordance with the FIFA Disciplinary Code:
  - a reprimand or a warning;
  - a fine of at least CHF 5,000;
  - a suspension of licence for up to 12 months;
  - a licence withdrawal;
  - a ban on taking part in any football-related activity.These sanctions may be imposed separately or in combination.
2. In particular, the licence shall be withdrawn if the players' agent repeatedly or seriously infringes the statutes and regulations of FIFA, the confederations or the associations.
3. Only the association issuing the licence may suspend or withdraw a players' agent licence. If FIFA decides to suspend or withdraw a players' agent licence, it shall, once its decision has legally come into force, address the necessary directive to the association that issued the licence.

### Article 34 Sanctions on players

The following sanctions may be imposed on players for violation of these regulations and their annexes in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine of at least CHF 5,000;
- a match suspension;
- a ban on taking part in any football-related activity.

These sanctions may be imposed separately or in combination.

#### Article 35 Sanctions on clubs

The following sanctions may be imposed on clubs for violation of these regulations and their annexes in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine of at least CHF 10,000;
- a transfer ban;
- a deduction of points;
- demotion to a lower division.

These sanctions may be imposed separately or in combination.

#### Article 36 Sanctions on associations

The following sanctions may be imposed on associations for violation of these regulations and their annexes in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine of at least CHF 30,000;
- exclusion from a competition.

### **IX. INTERPRETATION AND OMISSIONS**

#### Article 37 Official languages

In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these regulations, the English text shall be authoritative.

#### Article 38 Matters not provided for

Matters not provided for in these regulations and cases of force majeure shall be decided by the FIFA Executive Committee, whose decisions are final.

### **X. TRANSITIONAL PROVISIONS AND ENFORCEMENT**

#### Article 39 Transitional provisions

1. Any case that is pending at FIFA when these regulations come into force shall be dealt with in accordance with the Players' Agents Regulations dated 10 December 2000.
2. All applications for a players' agent licence shall be dealt with in accordance with these regulations.
3. Agents who hold a licence when these regulations come into force are equally subject to these regulations.
4. All other cases shall be assessed according to these regulations. This refers, in particular, to article 17 of these regulations.

#### Article 40 Enforcement

1. These regulations were adopted by the FIFA Executive Committee on 29 October 2007 and come into force on 1 January 2008.
2. The new provisions introduced by these regulations shall be enforced by the associations by no later than 31 December 2009. Notwithstanding this, each association shall implement Chapter III of these regulations from 1 January 2008.

**ANNEXE 1 - Code of Professional Conduct**

1. The players' agent is required to perform his activities conscientiously and conduct himself in his profession and other business practices in a manner worthy of respect and befitting his profession.
2. The players' agent agrees unconditionally to abide by the statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and the relevant associations.
3. The players' agent shall always adhere to the truth, clarity and objectivity in his dealings with his client, negotiating partners and other parties.
4. The players' agent shall protect the interests of his client in compliance with the law and a sense of fairness, while creating clear legal relations.
5. The players' agent shall, without fail, respect the rights of his negotiating partners and third parties. In particular, he shall respect the contractual relations of his professional colleagues and shall refrain from any action that could entice clients away from other parties.
6.
  - a) The players' agent shall conduct a minimum of bookkeeping on his business activity. In particular, he shall ensure that he can provide evidence of his activity at any time by means of documents and other records.
  - b) He shall keep all of the books conscientiously and detail his business activity faithfully in other records.
  - c) At the request of any authorities conducting an investigation into disciplinary cases and other disputes, the players' agent is required to produce books and records directly connected with the case in point.
  - d) The players' agent shall produce an invoice showing his fees, expenses and any other charges upon first demand from his client.
7. **The players' agent is prohibited from taking a dispute to ordinary courts of law as stipulated in the FIFA Statutes and is required to submit any claim to the jurisdiction of the association or FIFA. With his signature, the players' agent accepts the above.**

Place and date: .....

The players' agent: .....

For the association: .....  
(stamp and signature)

**ANNEXE 2 - Insurance policy and bank guarantee**

1. The amount covered by the insurance policy shall be fixed on the basis of the players' agent's turnover. Such amount shall in any case not be less than CHF 100,000.
2. The professional liability insurance policy shall also cover claims made after expiry of the policy for events that occurred during the period of the policy.
3. The players' agent is required to renew the insurance policy upon its expiry and automatically send the relevant documents to the association concerned.
4. The aim of the insurance is to cover any claims for compensation from a player, a club or another players' agent arising from the players' agent's activity which, in the opinion of the association and/or FIFA, contravenes the principles of these regulations and/or the relevant association's regulations.
5. Only in the event that it is not possible for a players' agent to conclude a professional liability insurance policy in compliance with article 9 of these regulations may the players' agent deposit a bank guarantee for the minimum amount of CHF 100,000.
6. Where it is not possible to conclude a professional liability insurance policy in the territory of a particular association, that association shall inform FIFA and make a formal request to allow a bank guarantee.
7. Only FIFA has access to this bank guarantee. The bank guarantee has the same purpose as that of professional liability insurance. The amount of the guarantee (minimum CHF 100,000) does not represent the maximum amount which may be due to any party claiming damages.
8. If the amount of the guarantee is reduced by a payment from the bank in response to a claim for damages against the players' agent, his licence shall be suspended until the amount of the guarantee has been increased to the initial amount (minimum CHF 100,000).
9. Players' associations that are officially recognised by the associations and that wish to provide a job placement service to their member players may conclude their own joint professional liability insurance policy with a reputable insurance company, preferably in the country where they operate.
10. In such cases, this insurance shall be limited to covering risks in connection with no more than five licences. The licence holders shall, however, be *bona fide* members of the associations concerned, have passed the written examination in accordance with article 8 herein and have personally signed the Code of Professional Conduct (cf. article 11). The names of the applicants who have received a licence shall also be listed in the insurance policy.
11. The players' agent may not cancel his professional liability insurance policy until he has terminated his activities (the licence has either been returned or withdrawn). The players' agent shall, however, ensure that any claim for compensation made after termination of his occupation which originates from his former activity as a players' agent is covered by the insurance (cf. article 9).

**ANNEXE 3 - Standard representation contract**

The parties

.....  
 (Players' agent's first name, surname, exact address and name of company, if applicable)

..... (hereinafter: the players' agent)

and

.....  
 (Player's first name (and nickname, if applicable), surname, exact address and date of birth or club's name and exact address)

..... (hereinafter: the client) have agreed to conclude a representation contract as follows:

1) DURATION

This contract shall be valid for .....  
 (no. of months, maximum 24)

It shall take effect on ..... and terminate on .....  
 (exact date) (exact date)

2) REMUNERATION

Only the client may remunerate the players' agent for the work he has accomplished.

a) *Player as client*

The players' agent shall receive commission amounting to ..... % of the annual gross basic salary due to the player as a result of employment contracts negotiated or renegotiated by the players' agent, payable as follows:

- a lump sum payment at the start of the employment contract: .....
- annual payments at the end of each contractual year: .....  
 (mark as appropriate)

b) *Club as client*

The players' agent shall receive commission amounting to .....  
 in one lump sum. (exact amount and currency)

3) EXCLUSIVITY

The parties agree that the placement rights be transferred exclusively: .....  
 non-exclusively: .....  
 (mark as appropriate)

to the players' agent.

4) OTHER AGREEMENTS

Any other special arrangements that comply with the principles contained in the players' agents regulations shall be enclosed with this contract and deposited with the relevant association.

5) MANDATORY LEGISLATION

The parties agree to adhere to the statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and the relevant associations, as well as public law provisions governing job placement and other laws applicable in the territory of the association, as well as international law and applicable treaties.

**The parties agree to submit any claim to the jurisdiction of the association or FIFA. Recourse to ordinary courts is prohibited unless specifically provided for in the FIFA regulations.**

6) FINAL NOTES

This contract has been signed in fourfold and the copies have been distributed as follows:

1. Association with which the players' agent is registered:

.....  
(exact name)

2. Association with which the client is registered:

.....  
(exact name)

3. Players' agent

4. Client

Place and date: .....

Players' agent:

Client:

.....  
(signature)

.....  
(signature)

Confirmation of receipt of contract:

Place and date: .....

The players' agent's association:

The client's association:

.....  
(stamp and signature)

.....  
(stamp and signature)