

# 19 - FOOTBALL AGENT REGULATIONS

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## Introduction and Interpretation

These Regulations are made in accordance with the FIFA requirement that National Associations have regulations governing the engagement of services provided by Football Agents pursuant to the FIFA Football Agent Regulations ("FFAR").

From 1 October 2023, the FFAR shall govern the occupation and conduct of Football Agents in relation to Representation Agreements with an international dimension, and any conduct connected to an international transfer or international Transaction (as set out in Article 2 of the FFAR).

A number of provisions of these Regulations are temporarily suspended. The suspended provisions primarily arise out of the recommendation made by FIFA for National Associations to suspend the application and enforcement of certain provisions of the FFAR (see FIFA Circular 1873, dated 30 December 2023). The suspended provisions are shaded in grey. Where a provision is partially shaded in grey, only the shaded wording is subject to the temporary suspension. For the avoidance of doubt, any provision that is not shaded in grey is effective.

These Regulations are made in accordance with Rule J and are binding on all Participants.

Unless otherwise stated, definitions are as set out in Rule A of The Association's Rules and Appendix I of these Regulations.

These Regulations came into force on 1 January 2024.

## TITLE I. GENERAL RULES

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### 1. SCOPE

- 1.1 These Regulations govern the occupation of Football Agents within the territory under the jurisdiction of The Association and apply to:
  - a) any conduct connected to a National Transaction;
  - b) all Representation Agreements that have a National Dimension; or
  - c) Approaches made by Football Agents to Players, Coaches and Clubs for the provision of Football Agent Services.
- 1.2 A Representation Agreement will have a National Dimension whenever:
  - a) it governs Football Agent Services related to a Specified Transaction in connection with a national transfer within the jurisdiction and territory of The Association (or a move of a Coach between two Clubs or between a Club and a representative team of The Association);
  - b) it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to national transfers within the jurisdiction and territory of The Association (or a move of a Coach between two Clubs or between a Club and a representative team of The Association); or
  - c) it governs the continuing provision of Football Agent Services by a Football Agent to: (i) a Player who has registered with a Club following an international transfer; (ii) a Coach who has moved internationally to a Club from a club; or (iii) the Club who has registered that Player or to which that Coach has moved.
- 1.3 These Regulations also apply to Representation Agreements which govern Football Agent Services not related to Specified Transactions connected to an international transfer and where the Player, Coach or Club is registered or domiciled in the territory under the jurisdiction of The Association at the time such Representation Agreements are signed.

### TITLE II. REGISTRATION WITH THE FA

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#### 2. REGISTRATION

- 2.1 Before carrying out any conduct or activity that falls within the scope of these Regulations, a Football Agent must first register with The Association to become an FA Registered Football Agent in accordance with the registration requirements as defined by The Association from time to time.
- 2.2 Without prejudice to the generality of Regulation 2.1, a Football Agent must be registered with The Association in order to carry out the following conduct or activity:
- a) making an Approach to a Player, Coach or Club for the provision of Football Agent Services;
  - b) performing Football Agent Services for or on behalf of a Player or Coach in a National Transaction;
  - c) performing Football Agent Services for or on behalf of a player or coach in relation to the international transfer of a player, or the move of a coach, from a club to a Club (unless the applicable Representation Agreement governs Football Agent Services related to a Specified Transaction and makes no provision for Football Agent Services continuing following completion of the Transaction);
  - d) entering into a Representation Agreement with a Club;
  - e) entering into a Representation Agreement which governs Football Agent Services not related to a Specified Transaction with a Player or Coach; and/or,
  - f) entering into a Representation Agreement which governs Football Agent Services related to a Specified Transaction in connection with a National Transaction.

#### Guidance

*There does not need to be any impending Transaction for a Football Agent to register with The Association.*

- 2.3 To register with The Association, a Football Agent must complete in full and submit to The Association the relevant registration documentation, in the form prescribed by The Association from time to time.
- 2.4 Upon satisfactory completion and receipt of the registration documentation, The Association shall issue written confirmation of registration to the FA Registered Football Agent and shall publish such FA Registered Football Agent's name in such manner as The Association considers appropriate.
- 2.5 An FA Registered Football Agent's registration with The Association shall constitute an enforceable undertaking by the FA Registered Football Agent to act in accordance with the Rules and regulations of The Association (including these Regulations).
- 2.6 Subject to the suspension or termination of a registration (including where so ordered by a Regulatory Commission or Appeal Board), an FA Registered Football Agent's registration with The Association shall last indefinitely so long as the FA Registered Football Agent holds a valid licence from FIFA.
- 2.7 An FA Registered Football Agent must procure that their Agency complies with any requirement of The Association pursuant to its Rules and regulations (including these Regulations).
- 2.8 For as long as an FA Registered Football Agent remains registered with The Association, they will be entitled to use the following designation, and no variation thereof, after their name in business relations: **"FA Registered Football Agent"**. An FA Registered Football Agent shall not be entitled to hold themselves out as having any connection with The Association other than this designation (for the avoidance of doubt, the usage of The Association's crest by the FA Registered Football Agent is prohibited).

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- 2.9 If the FA Registered Football Agent is issued with a Digital ID, the FA Registered Football Agent must present the Digital ID to a Player (or the Player's legal guardian if that Player is a Minor), Coach or Club upon request.
- 2.10 If an FA Registered Football Agent fails to satisfy the eligibility requirements contained in Article 5 of the FFAR or The Association's registration requirements, the FA Registered Football Agent's registration shall be immediately suspended.

### TITLE III. ACTING AS AN FA REGISTERED FOOTBALL AGENT

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#### 3. GENERAL PROVISIONS

- 3.1 Only an FA Registered Football Agent may perform Football Agent Services.
- 3.2 Without prejudice to Regulation 3.1, a Player, Coach or Club may represent themselves in any matter relating to a National Transaction.
- 3.3 An FA Registered Football Agent must always satisfy:
- The eligibility requirements contained in Article 5 of the FFAR; and
  - the registration requirements pursuant to Regulation 2.
- 3.4 An FA Registered Football Agent may conduct their business affairs through an Agency. Any employees, contractors, agents or other representatives of the Agency, or persons working for the Agency, that are not FA Registered Football Agents may not perform Football Agent Services for, or make any Approach to, or enter into a Representation Agreement with, a Player, Coach or Club.

#### Guidance

*Where an FA Registered Football Agent conducts their business affairs through an Agency, the relevant Representation Agreement must be entered into by the FA Registered Football Agent and may, in addition, be entered into by their Agency.*

*If the FA Registered Football Agent leaves that Agency, the consequences shall be a matter for the Agency, the FA Registered Football Agent and their clients to determine in accordance with the relevant Representation Agreement, the FA Registered Football Agent's terms of engagement with their Agency and any other applicable terms and conditions in place between the parties.*

*For the avoidance of doubt, only the FA Registered Football Agent which enters into the Representation Agreement is permitted to conduct Football Agent Services in relation to the Representation Agreement.*

*In relation to a Representation Agreement which was entered into by a legal person Agency before 1 January 2024, the position shall be as follows:*

- Any Football Agent Services performed in relation to such Representation Agreement after these Regulations come into force must be performed by an FA Registered Football Agent who shall be nominated and known to the parties before any Football Agent Services are performed.*
- Unless otherwise agreed between the parties to the Representation Agreement, the Agency shall be entitled to nominate the FA Registered Football Agent to perform the Football Agent Services under the Representation Agreement. In this case, the Agency shall confirm the identity of the nominated FA Registered Football Agent to the party(ies) in writing before any Football Agent Services are performed.*

- 3.5 An FA Registered Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors, agents or other representatives or persons working for it should they violate these Regulations, irrespective of whether such conduct is authorised by the FA Registered Football Agent.

### Guidance

*An FA Registered Football Agent must use all reasonable endeavours to ensure that the employees, contractors, agents or other representatives of their Agency, together with persons working for such Agency, are made aware of the requirements of the Rules and these Regulations.*

- 3.6 The following natural or legal persons may not have an Interest in any affairs of a Football Agent or their Agency:
- Players, Coaches and Clubs.
  - Any person who is ineligible to become a Football Agent under Article 5 of the FFAR.
  - 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.

## 4. REPRESENTATION

- 4.1 An FA Registered Football Agent may only perform Football Agent Services for a Player, Coach or Club after having entered into a Representation Agreement with that Player, Coach or Club.
- 4.2 Only an FA Registered Football Agent may make an Approach to a Player, Coach or Club or enter into a Representation Agreement with a Player, Coach or Club for the provision of Football Agent Services.
- 4.3 A Representation Agreement concluded between a Player or Coach and an FA Registered 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 is not permitted and shall be null and void.

### Guidance

*A Representation Agreement concluded between an Engaging Club or Releasing Club and an FA Registered Football Agent is not subject to a maximum duration.*

- 4.4 An FA Registered Football Agent may only enter into one Representation Agreement with the same Player or Coach at any one time.

### Guidance

*In cases of permitted dual representation, this provision does not prevent an FA Registered Football Agent who has entered into a Representation Agreement with a Player or Coach from entering into a tripartite Representation Agreement with that Player or Coach and a Club at the time of a National Transaction.*

- 4.5 Before entering into a Representation Agreement with a Player or Coach, or before amending an existing Representation Agreement with a Player or Coach, the FA Registered Football Agent shall:
- inform the Player or Coach in writing that they should consider taking (i) independent legal advice in relation to the Representation Agreement; and (ii) in addition or as an alternative, advice from the PFA or LMA (as applicable) provided that the representative / employee of the PFA / LMA is not acting as a Football Agent for that Player or Coach; and
  - obtain the Player or Coach's written confirmation that they have either obtained or decided not to take such independent legal advice and/or advice from the PFA or LMA.

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*A Player or Coach's written confirmation pursuant to Regulation 4.5(b) above must be evidenced in an Annex to the Representation Agreement in the form prescribed by The Association in the Standard Representation Agreement.*

- 4.6 An FA Registered Football Agent may execute multiple Representation Agreements with the same Engaging Club or Releasing Club at any one time, subject to those agreements relating to different Transactions.
- 4.7 A Representation Agreement must contain the entire agreement between the parties in relation to the Football Agent Services to be provided, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Agreement and 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 FA Registered Football Agent;
  - d) The nature of the Football Agent Services to be provided; and
  - e) The parties' signatures.

The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Agreement and the requirements of these Regulations and the FFAR.

### Guidance

*The Association has published the following template Standard Representation Agreements: (i) Player/Coach – FA Registered Football Agent; (ii) Club – FA Registered Football Agent; and (iii) Player/Coach – Club – FA Registered Football Agent (i.e. tripartite).*

*These standard templates are compliant with the requirements of these Regulations and the FFAR. Players, Clubs and FA Registered Football Agents should ensure that they are either using these standard templates or inserting the Obligatory Terms set out in these templates into their Representation Agreements.*

*A Representation Agreement entered into with a player or coach whilst registered with a club not affiliated to The Association or not participating in a Competition authorised by The Association shall not be required to use the Obligatory Terms of the Standard Representation Agreement, but must comply with FIFA's minimum requirements as set out in Article 12.7 of the FFAR.*

- 4.8 Any clause in a Representation Agreement that:
- a) limits a Player or Coach's ability to autonomously negotiate and conclude an employment contract without the involvement of an FA Registered Football Agent; and/or
  - b) penalises a Player or Coach if they autonomously negotiate and/or conclude an employment contract without the involvement of an FA Registered Football Agent,
- is not permitted and will be null and void.

- 4.9 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 to continue the contractual relationship for the agreed term due to:
- a) the withdrawal or suspension of a Football Agent licence;
  - b) a ban on taking part in any football-related activity; and/or
  - c) a ban on registering new players, either nationally or internationally, for at least one entire registration period.

### Guidance

*For the avoidance of doubt, this Regulation shall not affect any other legal rights that the parties may have to terminate the Representation Agreement.*

- 4.10 Any novation of a Representation Agreement must be recorded in the form prescribed by The Association from time to time and submitted to The Association within 14 days of execution.
- 4.11 An FA Registered Football Agent may assign or sub-contract Football Agent Services duties or responsibilities in relation to a Player, Coach or Club to another FA Registered Football Agent. In such circumstances, the assignor or sub-contractor FA Registered Football Agent and the assignee or sub-contractee FA Registered Football Agent must between them:
- a) lodge a copy of the Representation Agreement between the assignor or sub-contractor FA Registered Football Agent and the Player, Coach or Club;
  - b) record the terms upon which those obligations are assigned or sub-contracted and incorporate the written consent of the Player, Coach or Club in a single document in the form of a Standard Sub-contract Agreement; and
  - c) complete and lodge such document in the same way as for a Representation Agreement under Regulation 8.2(i)(i).
- 4.12 Any term of a Representation Agreement that breaches the requirements of these Regulations is not permitted and will be null and void. In such cases, The Association shall have the power to notify the parties of any such breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to remedy any breach shall constitute a breach of these Regulations, separate from and in addition to the initial breach.

## 5. REPRESENTATION OF MINORS

- 5.1 An Approach to a Minor or their legal guardian in relation to any Football Agent Services or Other Services shall not be made before 1 January in the academic year in which the Minor reaches the age of 16. Subject to the foregoing, such an Approach to a Minor may only be made once prior written consent has been obtained from the Minor's legal guardian.

### Guidance

*Please see the guidance under Regulation 5.2 below for the practical application of this provision in the years 2023 to 2025.*

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- 5.2 An FA Registered Football Agent may not enter into any agreement with a Minor (whether a Representation Agreement or an agreement other than a Representation Agreement, including but not limited to agreements relating to Other Services) before 1 January in the academic year in which the Minor reaches the age of 16. Subject to the foregoing, such an agreement with a Minor may only be made once prior written consent has been obtained from the Minor's legal guardian.

### Guidance

*For the purposes of the years 2023 to 2025, Regulations 5.1 and 5.2 shall mean as follows:*

<b>PERIOD IN WHICH MINOR REACHES THE AGE OF 16</b>	<b>DATE FROM WHICH AN APPROACH MAY BE MADE TO THE MINOR / AN FA REGISTERED FOOTBALL AGENT MAY ENTER INTO AN AGREEMENT WITH THE MINOR</b>
<i>Before 1 September 2023</i>	<i>1 January 2023</i>
<i>1 September 2023 to 31 August 2024</i>	<i>1 January 2024</i>
<i>1 September 2024 to 31 August 2025</i>	<i>1 January 2025</i>

- 5.3 Subject to Regulations 5.1 and 5.2, an FA Registered Football Agent that wishes to:
- make an Approach to, or represent, a Minor in relation to any Football Agent Services;
  - represent a Club in a Transaction involving a Minor; or
  - enter into any agreement with a Minor (whether a Representation Agreement or an agreement other than a Representation Agreement),
- shall first fulfil FIFA's requirements to work with Minors as set out by FIFA from time to time and obtain from The Association additional authorisation to deal with Minors in accordance with this Regulation 5.
- 5.4 In order to obtain additional authorisation from The Association to deal with Minors, a Football Agent must first:
- fulfil FIFA's requirements to work with Minors as set out by FIFA from time to time;
  - hold a valid registration with The Association and a valid FIFA Football Agent's licence; and
  - satisfy The Association of their suitability on terms that shall be stipulated by The Association from time to time, which shall include, but not be limited to, checks by The Association in relation to an FA Registered Football Agent's criminal record, in the United Kingdom and/or overseas (including presentation by the Football Agent, and approval by The Association, of a valid and current FA Registered Football Agent DBS check (or equivalent)).

### Guidance

*Additional authorisation to deal with Minors can be applied for by a Football Agent at the same time as registering with The Association for the first time or at any point after they have registered, provided that they remain registered with The Association and licensed by FIFA (and fulfil FIFA's requirements to work with Minors).*

*In respect of a Football Agent applying for additional authorisation to deal with Minors, The Association shall be entitled to require a Football Agent to complete a course on dealing with Minors and may charge the Football Agent a fee in relation to the costs associated with carrying out any criminal record checks.*

*For the avoidance of doubt, a DBS check obtained for any other football-related roles (e.g. coaching, refereeing, club welfare etc.) will not be accepted.*

- 5.5 Additional authorisation to deal with Minors shall be valid for three years, subject to the FA Registered Football Agent continuing to satisfy the requirements set out in Regulation 5.4 after additional authorisation has been obtained. If an FA Registered Football Agent with such additional authorisation fails to satisfy these requirements at any time, the additional authorisation shall be immediately suspended.
- 5.6 If an FA Registered Football Agent with additional authorisation to deal with Minors becomes aware or ought reasonably to know that they do not satisfy the requirements set out in Regulation 5.4, the FA Registered Football Agent must immediately notify The Association in writing.
- 5.7 A Representation Agreement between an FA Registered Football Agent and a Minor shall only be enforceable where:
- the Representation Agreement meets the minimum requirements provided in Regulation 4.7;
  - the FA Registered Football Agent has complied with Regulations 5.1, 5.2 and 5.3; and
  - the Representation Agreement is signed by the Minor and their legal guardian in such form as may be prescribed by The Association from time to time.
- 5.8 Any violation of Regulations 5.1 and 5.2 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

### 6. TRANSACTIONS

- 6.1 A Player, Coach, Club, FA Registered Football Agent or other Participant must not arrange matters so as to conceal or misrepresent the reality or substance of any matters in relation to a Transaction.

#### Guidance

*For the avoidance of doubt this includes but is not limited to the following:*

- a failure to disclose the role of an individual in a Transaction;*
- the representative of a Player solely representing a Club in a Transaction (to include in circumstances where a lawyer is said to be acting for the Player); and*
- the creation of sham agreements for which services are not provided (in part or in full).*

- 6.2 Before the completion of a Transaction, the FA Registered Football Agent(s), player, coach and Club(s) (as applicable) involved in the Transaction (whether directly or indirectly) must complete an Agents Form.

#### Guidance

*A copy of the completed Agents Form must be submitted to The Association as directed by The Association from time to time. A failure to do so may result in the delay or failure to register a player with The Association as is required under FA Rule C.*

*The Agents Form requires any FA Registered Football Agent, player, coach or Club involved in a Transaction to declare that the arrangement complies with these Regulations, save that there is no requirement to complete the Agents Form:*

- For a Player or Coach, if the Transaction is the international transfer of that Player, or the move of that Coach, from a Club to a club (that is not affiliated to The Association or is not participating in a Competition authorised by The Association).*

*For the avoidance of doubt, an Agents Form must also be completed in circumstances where a player, coach or Club negotiate and conclude a Transaction without engaging an FA Registered Football Agent pursuant to Regulation 6.6 below.*



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- 6.3 **An FA Registered Football Agent may only perform Football Agent Services and Other Services for one party in a National Transaction, save that:**
- a) An FA Registered Football Agent may perform Football Agent Services and Other Services for more than one party in the same National Transaction (permitted dual or multiple representation), provided that:
    - (i) The FA Registered Football Agent obtains all parties' prior written consent to them providing services to any other party to the National Transaction ("**the other party(ies)**") in the form prescribed by The Association from time to time;
    - (ii) Once the FA Registered Football Agent and the other party(ies) have agreed terms, but prior to them entering into a Representation Agreement, the FA Registered Football Agent must inform all parties in the form prescribed by The Association from time to time of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by all parties to the FA Registered Football Agent;
    - (iii) All parties are given the reasonable opportunity to take independent legal advice, meaning that, in the case of a Player or Coach, the FA Registered Football Agent must inform the Player or Coach in writing that they should consider taking: (i) independent legal advice; and (ii) in addition or as an alternative, advice from the PFA or LMA (as applicable) provided that the representative / employee of the PFA / LMA is not acting as a Football Agent for that Player or Coach, prior to providing written consent in the form prescribed by The Association from time to time; and
    - (iv) Having been given such opportunity, all parties provide their express written consent for the FA Registered Football Agent to enter into a Representation Agreement with the other party(ies) on the proposed terms in the form prescribed by The Association from time to time.
  - b) Where any party does not provide its express consent in accordance with the above requirements, the FA Registered Football Agent is not permitted to proceed with the provision of services to the other party(ies), or to receive any remuneration from the other party(ies) in respect of the relevant National Transaction, and the other party(ies) are not permitted to receive any services from the FA Registered Football Agent or make any payment to the FA Registered Football Agent in respect of the relevant National Transaction. The FA Registered Football Agent may continue to represent the first party (only) in respect of the relevant National Transaction and be paid for such services in accordance with these Regulations and the terms of the relevant Representation Agreement.
- 6.4 **When acting for a Releasing Club, an FA Registered Football Agent may not perform Football Agent Services or Other Services for any other party (e.g. the Player/Coach and/or the Engaging Club) in the same National Transaction.**
- 6.5 An FA Registered Football Agent and a Connected Football Agent may not perform Football Agent Services or Other Services for different Players, Coaches or Clubs in the same National Transaction, except in accordance with Regulation 6.3.
- 6.6 A Player, Coach or Club may negotiate and conclude a National Transaction without engaging an FA Registered Football Agent. If this is the case, this shall be explicitly stated in the relevant transfer or employment agreement.

- 6.7 Any party to a National Transaction, or a proposed National Transaction, is prohibited from:
- a) proposing in any way, either directly or indirectly, to any other party to the National Transaction that the National Transaction is dependent upon a Player, Coach or Club's agreement to contract with a specific FA Registered Football Agent; or
  - b) making the National Transaction conditional on a Player, Coach or Club's agreement to contract with a specific FA Registered Football Agent.

### 7. SERVICE FEE – GENERAL PRINCIPLES

- 7.1 An FA Registered Football Agent may charge a service fee to a Player, Coach or Club as agreed in a Representation Agreement.

#### Guidance

*Where an FA Registered Football Agent undertakes Football Agent Services for a Player, the Player may discharge his obligations to pay the FA Registered Football Agent as specified in the Representation Agreement as follows: (i) by paying the FA Registered Football Agent directly; and/or (ii) upon written request by the Player to the Club, by the Club making a deduction from the Player's net salary in favour of the FA Registered Football Agent or discharging the Player's liability towards the FA Registered Football Agent on the Player's behalf as a taxable benefit (in which case the provisions set out in Regulation 7.3 apply).*

- 7.2 **Payment of the service fee due under a Representation Agreement shall be made exclusively by the Player, Coach or Club client of the FA Registered Football Agent. A Player, Coach or Club may not contract with or authorise any third party to make such payment.**

- 7.3 **The only exception to the principle in Regulation 7.2 is when an FA Registered Football Agent is representing a Player or Coach and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments.** When an FA Registered Football Agent is representing a Player or Coach, an Engaging Club may agree with a Player or Coach to pay the service fee for that National Transaction to their FA Registered Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:

- a) The service fee payment made by the Engaging Club on behalf of the Player or Coach shall not affect the fiduciary duty of the FA Registered Football Agent to the Player or Coach. It must also not create any dependency or subordination of the FA Registered Football Agent towards the Engaging Club.
- b) The service fee payment made by the Engaging Club on behalf of the Player or Coach must be no higher than the agreed service fee in the Representation Agreement between the Player/Coach and the FA Registered Football Agent.

#### Guidance

*Where a higher service fee has been agreed between the Player/Coach and the FA Registered Football Agent, the relevant Representation Agreement should be amended accordingly and lodged with The Association in accordance with Regulation 8.2(j).*

- c) The Engaging Club may not deduct any service fee payment made pursuant to Regulation 7.3 from the Player or Coach's Remuneration.
- 7.4 Where the FA Registered Football Agent and the Player/Coach agree in the Representation Agreement that a service fee (either by way of lump sum or by instalments) is to be paid in respect of a National Transaction, it shall be calculated on the basis of the Player/Coach's Remuneration as set out in the employment contract concluded by the Player/Coach in respect of which he was represented by the FA Registered Football Agent.

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- 7.5 The service fee due to an FA Registered Football Agent shall be paid on an invoice basis.
- 7.6 An FA Registered 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.
- 7.7 Where a Player or Coach's employment contract has a duration longer than the associated Representation Agreement between the Player or Coach and an FA Registered Football Agent (and provided the following is expressly agreed with the Player or Coach), the FA Registered Football Agent may receive agreed service fee instalments after the expiry of the Representation Agreement until the earlier of:
- (a) the expiry of the Player or Coach's employment contract; or
  - (b) the date upon which the Player or Coach signs a new employment contract without the involvement of that FA Registered Football Agent.
- 7.8 An FA Registered Football Agent must not have a direct or indirect interest of any nature in relation to a registration right or economic right in a Player.

### Guidance

*Any arrangement which grants an FA Registered Football Agent the ability to receive either a percentage of or remuneration linked to a future registration event involving a player is prohibited.*

*A service fee calculated based on the amount received by a club for the upcoming transfer to which the FA Registered Football Agent has provided Football Agent Services shall not be considered a "future registration event".*

- 7.9 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.
- 7.10 An FA Registered Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a Minor unless the relevant player is entering into their first or subsequent professional contract with a Club and that contract comes into force.

### Guidance

*For the avoidance of doubt, for the purposes of this Regulation 7.10 professional contract does not mean a Scholarship Agreement. As per FA Rule C, Players must be aged 18 or over in order to enter into a Playing Contract, save that a Player aged 17 may enter into a Playing Contract where they are not in Full-time Education.*

- 7.11 Where an FA Registered Football Agent acts on behalf of an Engaging Club and a Player or Coach in the same National Transaction under Regulation 6.3 (permitted dual representation), the Engaging Club may pay up to 50% of the total service fee due.
- 7.12 An FA Registered Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where the negotiated employment contract is prematurely terminated by the Player or Coach without just cause and the FA Registered Football Agent still represents the Player or Coach at the time of that termination.
- 7.13 All service fee payments to FA Registered Football Agents shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations.

- 7.14 In respect of service fee payments to FA Registered Football Agents:
- a) payment shall be made directly to the FA Registered Football Agent;
  - b) where a Club makes a service fee payment to an FA Registered Football Agent (including where the Engaging Club and the Player or Coach expressly agree to deduct the service fee payment due to the FA Registered Football Agent from the Player or Coach's Remuneration) the Club must submit proof of payment to The Association within 7 days of the payment of the service fee; and

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*Proof of payment must be submitted to The Association in relation to the payment of all service fees made by a Club. For the avoidance of doubt, this includes the payment of fees agreed under a Representation Agreement which was entered into under The Association's Working with Intermediaries Regulations, before these Regulations came into force.*

- c) where a Player or Coach makes a service fee payment to an FA Registered Football Agent, the FA Registered Football Agent must declare receipt of the payment and submit proof of such receipt to The Association within 7 days of the receipt of the service fee.

### Guidance

*For the avoidance of doubt, this does not include where an Engaging Club makes the service fee payment to an FA Registered Football Agent having expressly agreed with the Player or Coach to deduct the service fee payment from the Player or Coach's Remuneration pursuant to Regulation 7.14(b).*

- 7.15 Any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, made to any person in relation to any Football Agent Services for or on behalf of a Club, must be made by the Club only, and must be fully recorded in the accounting records of the Club.
- 7.16 Save where Regulation 7.17 applies, an FA Registered Football Agent must not pass any remuneration directly relating to Football Agent Services to any other person.
- 7.17 Regulation 7.16 shall not affect:
- a) the ability of an FA Registered Football Agent to pass remuneration directly relating to Football Agent Services to a person when:
    - (i) acting further to Regulation 4.11;
    - (ii) passing such remuneration to their Agency as named under the applicable Representation Agreement;
  - b) the ability of an Agency to pay:
    - (i) its employees or contractors in relation to bona fide services provided to the Agency; or
    - (ii) any other parties for purposes unrelated to any Football Agent Services.

### 8. RIGHTS AND OBLIGATIONS

8.1 An FA Registered Football Agent may:

- a) provide Football Agent Services to any Player, Coach or Club that executes a written Representation Agreement that contains the minimum terms described in Regulation 4;
- b) not make an Approach to a Player, Coach or Club 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 Player, Coach or Club that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

#### Guidance

*A Representation Agreement that is entered into between an FA Registered Football Agent and a Player, Coach or Club in the final two months of that Player, Coach or Club's pre-existing exclusive Representation Agreement with another Football Agent must not commence until the expiry of the pre-existing exclusive Representation Agreement.*

*Where Regulations 8.1(b) or 8.1(c) relate to a Club, the FA Registered Football Agent may not make an Approach to, or enter into a Representation Agreement with, a Club where such Approach or Representation Agreement relates to the provision of Football Agent Services which are already provided for under an existing exclusive Representation Agreement the Club has in place with another Football Agent.*

8.2 An FA Registered Football Agent shall:

- a) always act in the best interests of their client Players, Coaches and/or Clubs and in accordance with their fiduciary duties;
- b) **respect and adhere to the statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and National Associations;**
- c) avoid conflicts of interest while providing their Football Agent Services;
- d) always meet the eligibility requirements while licensed, as described in Articles 5 and 17 of the FFAR and Regulation 9;
- e) pay an annual licence fee to FIFA within the deadline stipulated on the FIFA Platform, as described in the FFAR and Regulation 9;
- f) comply with the CPD requirements, as described in the FFAR and Regulation 9;
- g) comply with the ongoing disclosure and reporting requirements, as provided for under **the FFAR and** these Regulations;
- h) immediately report any breaches of these Regulations, or FIFA, confederation or National Association rules, regulations or codes of conduct to the relevant authority or body (which shall, for the avoidance of doubt, always include The Association);
- i) lodge with The Association:
  - (i) within 14 days of execution, amendment or termination, or by the time of The Association's registration of the Transaction to which it relates, whichever the earlier: any Representation Agreement entered into with: (i) a Player or a Coach; or (ii) a player or a coach which relates to the international transfer of the player, or the move of the coach, from a club to a Club (unless the applicable Representation Agreement governs Football Agent Services related to a Specified Transaction and makes no provision for Football Agent Services continuing following completion of the Transaction);

- (ii) within 14 days of execution: any agreement with a Player, Coach or Club other than a Representation Agreement, including but not limited to agreements relating to Other Services;
- (iii) within 14 days of payment of a fee related to any agreement entered into with a Player, Coach or Club other than a Representation Agreement: confirmation of receipt and proof of receipt of such payment;
- (iv) within 14 days of occurrence: any contractual or other arrangement between the FA Registered Football Agent and another Football Agent to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services in relation to a Player, Coach or Club;
- (v) within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements or the FA registration requirements set out in these Regulations; and
- (vi) within 14 days of occurrence: any settlement agreement entered into with a Player, Coach or Club or another Football Agent or Agency.

### Guidance

*A settlement agreement for the purposes of this Regulation shall include but not be limited to any agreement with another Football Agent or Agency which purports to resolve any past, existing, or future dispute between the parties regarding a Player, Coach and/or Club in relation to Football Agent Services.*

- k) upload to the FIFA Platform, the documents required under Article 16.2 (j) of the FFAR;
- l) if they conduct their business affairs through an Agency, upload to the FIFA 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;
- m) upload to the FA Platform, the documents required under Regulation 8.2(k) within 30 days of a request by The Association; and
- n) disclose to The Association any other agreement of any nature that they or their Agency has entered into with a Player, Coach or their Image Rights company regarding the provision of services.

**8.3** An FA Registered Football Agent may not, either directly or indirectly, engage, or attempt to engage, in the following conduct:

- a) Make an 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 Player or Coach with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract.

## 19 - FOOTBALL AGENT REGULATIONS

- b) Offer or pay any undue personal, pecuniary or other advantage to:
  - (i) any official or employee of a National Association or, club in connection with Football Agent Services; or
  - (ii) a Player or Coach (or any family member or legal guardian or friend of that Player or Coach) in relation to a Representation Agreement with that FA Registered Football Agent.
- c) Conceal material facts from a client Player, Coach or Club, 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 Player, Coach or Club as soon as reasonably practicable and in any event within 24 hours of receipt of the offer.
- d) 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.
- e) Be involved 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.
- f) Violate these Regulations in any other way.

### 8.4 With regard to disclosure and reporting, an FA Registered Football Agent shall:

- a) immediately inform a client Player, Coach or Club of any written offer (by any means of communication) they have received in relation to the Player, Coach or Club, with written confirmation of the offer to be provided to the Player, Coach or Club as soon as reasonably practicable and in any event within 24 hours of receipt of the offer;

#### Guidance

*For the avoidance of doubt, a written offer shall include an offer of a new employment contract at the Player or Coach's existing Club.*

- b) provide to a client Player, Coach or Club, 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 (including all remuneration, fees and expenses) made to the FA Registered Football Agent in relation to a Transaction in which they were involved;
- c) within 30 days of the end of each Reporting Period provide any Player or Coach with whom they have or have had a Representation Agreement with an Annual Return. The Association shall be entitled to request a copy of any Annual Return from any Reporting Period and the FA Registered Football Agent must comply with any such request within 14 days of the date of the request; and
- d) **upon request, cooperate with the relevant body of each National Association, confederation and/or FIFA with respect to any request for any type of information in any form.**

### 8.5 FA Registered Football Agents, Players, Coaches, Clubs and Club Officials shall disclose in writing any actual or potential conflict of interest they might have in relation to a National Transaction and shall obtain the express written consent of the other parties involved in the National Transaction (in the form prescribed by The Association from time to time) in order for their activity in the National Transaction to continue. A copy of this form shall be disclosed to The Association within 14 days of being completed and in any event no later than at the time of the registration of a National Transaction by The Association.

### 9. COMPLIANCE WITH ONGOING LICENSING REQUIREMENTS

- 9.1 If an FA Registered Football Agent fails to:
- meet the eligibility requirements at any time;
  - pay the annual licence fee to FIFA within the deadline stipulated on the FIFA Platform;
  - comply with the CPD requirements under the FFAR in a calendar year; or
  - comply with their reporting obligations;
- their FIFA licence shall automatically be provisionally suspended.
- 9.2 The FIFA general secretariat is responsible for investigating compliance with the requirements in Regulation 9.1.
- 9.3 If Regulation 9.1(a) applies:
- 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
  - the matter will be referred to the FIFA Disciplinary Committee for its decision.
- 9.4 If one or more of the circumstances described in paragraphs (b), (c) or (d) of Regulation 9.1 apply:
- the FIFA general secretariat will notify the Football Agent of their non-compliance and of the automatic provisional suspension; and
  - if the FA Registered Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.

## TITLE IV. RIGHTS AND OBLIGATIONS OF PLAYERS, COACHES AND CLUBS

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### 10. ENGAGEMENT OF FA REGISTERED FOOTBALL AGENTS

- 10.1 Players, Coaches and Clubs:
- may engage an FA Registered Football Agent to perform Football Agent Services in relation to any conduct or activity that falls within the scope of these Regulations provided that they do not choose to undertake such activities themselves;
  - shall pay the service fee agreed with an FA Registered Football Agent in accordance with the respective Representation Agreement, employment contract and transfer agreement (as applicable);
  - shall satisfy themselves that an FA Registered Football Agent is appropriately licensed by FIFA and registered with The Association prior to signing the relevant Representation Agreement;

#### Guidance

*In respect of an FA Registered Football Agent representing a Minor or a Club in a National Transaction involving a Minor, Coaches and Clubs must ensure that the FA Registered Football Agent has fulfilled FIFA's requirements to work with Minors as set out by FIFA from time to time and obtained from The Association additional authorisation to deal with Minors in accordance with Regulation 5.*

- shall cooperate with the relevant body of each National Association, confederation and/or FIFA with respect to any request in relation to an FA Registered Football Agent made by those bodies;



## 19 - FOOTBALL AGENT REGULATIONS

- e) may request from the FA Registered Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that client Player, Coach or Club;
  - f) for Clubs, shall submit to The Association within 14 days of execution, amendment or termination, or by the time of The Association's registration of the Transaction to which it relates, whichever is the earlier: any Representation Agreement entered into by the Club;
  - g) for Clubs in respect of a Transaction that is an international transfer, 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;
  - h) for Clubs, shall upload to the FA Platform within 14 days of occurrence or, where applicable, by the time of The Association's registration of the related Transaction, whichever the earlier:
    - (i) the information requested on the FA Platform on completion of each National Transaction in which the Club is involved;
    - (ii) any amendment to, or termination of, a relevant Representation Agreement;
    - (iii) any agreement with an FA Registered Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested on the FA Platform;
    - (iv) the information requested on the FA Platform following the payment of a fee related to any agreement entered into with an FA Registered Football Agent other than a Representation Agreement; and
  - i) shall immediately report any breaches of these Regulations to FIFA and The Association.
- 10.2** A Player, Coach, Club or Club Official must disclose to The Association any agreement or contractual or other arrangement whether formal or informal that exists between any Player, Coach, Club or Club Official and any FA Registered Football Agent (or Agency) whereby any money is paid by or on behalf of such FA Registered Football Agent (or such Agency) to such Player, Coach, Club or Club Official. Such disclosure must be made within 14 days of the FA Registered Football Agent (or Agency) entering into such a contractual or customary arrangement with the Player, Coach, Club or Club Official.
- 10.3** A Club shall disclose to The Association any agreement of any nature that it has entered into with an FA Registered Football Agent and/or Agency regarding the provision of services.
- 10.4** A Player or Coach shall disclose to The Association any agreement of any nature that they or their Image Rights company has entered into with an FA Registered Football Agent and/or Agency regarding the provision of services.
- 10.5** Players, Coaches and Clubs (and their Club Officials, when applicable) may not, either directly or indirectly, engage, or attempt to engage, in the following conduct:
- a) engage or appoint a person who is not an FA Registered Football Agent to perform Football Agent Services in relation to any conduct or activity that falls within the scope of these Regulations;

## 19 - FOOTBALL AGENT REGULATIONS

- b) accept or request any undue personal, pecuniary or other advantage from a Football Agent, their Agency or any employees, contractors or other representatives of the Agency;
- 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 Players and Coaches, enter into a Representation Agreement with a Football Agent whilst that Player or Coach is under an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;

### Guidance

*A Representation Agreement that is entered into between a Player or Coach and a Football Agent in the final two months of the Player or Coach's pre-existing exclusive Representation Agreement with another Football Agent must not commence until the expiry of the pre-existing exclusive Representation Agreement.*

- e) for Clubs, interfere in, or influence, the freedom of a Player or Coach to select a Football Agent;
  - f) have an Interest in an Agency or the affairs of a Football Agent, in accordance with Regulation 3.6;
  - g) for Clubs, either directly or indirectly, induce or coerce a Player or Coach to breach the terms of their Representation Agreement with their Football Agent;
  - h) fail to immediately report any breach of these Regulations or the FFAR to The FA and FIFA;
  - i) permit a Football Agent or their Agency to have an Interest in them; or
  - j) any other breach of these Regulations.
- 10.6** A Club shall use reasonable endeavours to ensure that its Club Officials and Manager comply with the requirements of these Regulations.
- 10.7** No Club participating in the Premier League, EFL or National League System from Steps 1 to 4 may enter into any form of sponsorship agreement with a Football Agent or Agency. Any sponsorship agreement entered into between any Club and a Football Agent or Agency that is not subject to this prohibition shall be disclosed to The Association by the relevant Club(s).
- 10.8** Where a Player / Coach has a Representation Agreement with an FA Registered Football Agent, a Club must deal with that FA Registered Football Agent in relation to any National Transaction concerning the Player / Coach unless the Player / Coach:
- a) represents themselves in any matter relating to a National Transaction pursuant to Regulation 3.2; and
  - b) provides a prior written request to the Club requesting it not to do so, such written request also to be provided by the Player / Coach to the FA Registered Football Agent as soon as reasonably practicable and in any event prior to the National Transaction taking place.

## 19 - FOOTBALL AGENT REGULATIONS

### TITLE V. DISCLOSURE AND PUBLICATION

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#### 11. DISCLOSURE AND PUBLICATION

##### 11.1 FIFA shall make available:

- a) the names and details of all Football Agents;
- b) the Players, Coaches and Clubs 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 Players, Coaches and Clubs; and
- e) details of all Transactions involving Football Agents, including the service fee amounts paid to Football Agents.

##### 11.2 The Association shall be entitled to publish:

- a) the name and FA registration number of every FA Registered Football Agent registered with the Association, as well as, where applicable, the name of their Agency;
- b) in any manner and at any time it considers appropriate, a list of all Transactions involving a Player, Coach or Club in which any FA Registered Football Agent or their Agency has been involved;
- c) in any manner and at any time it considers appropriate, the total consolidated amount of all payments made by all Players, Coaches and Clubs to FA Registered Football Agents or their Agencies; and
- d) any decision made pursuant to these Regulations, in any manner and at any time it considers appropriate, including the name and any other relevant information relating to an FA Registered Football Agent in respect of whom a disciplinary decision has been made, including where an FA registration is suspended or withdrawn. This is in addition to The Association's powers to publish contained in the General Provisions Relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, Other Disciplinary Commissions, Appeal Boards and Safeguarding Review Panel Hearings, or elsewhere in its Rules and regulations.

### TITLE VI. DISPUTES

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#### 12. JURISDICTION

##### 12.1 Without prejudice to the right of a Football Agent or a Player, Coach or Club 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 (as defined in the FFAR);
- 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.

##### 12.2 The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.

##### 12.3 Disputes arising out of, or in connection with, a Representation Agreement without an international dimension shall be exclusively determined between the parties under Rule K (Arbitration) of the Rules.

### TITLE VII. DISCIPLINARY MATTERS

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#### 13. COMPETENCE AND ENFORCEMENT

- 13.1 Subject to Regulation 13.3, the FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on Participants in accordance with Article 21.1 of the FFAR.
- 13.2 The FIFA general secretariat shall monitor compliance with the FFAR in accordance with Article 21.2 of the FFAR.
- 13.3 The Association is competent to impose sanctions on any Football Agent or Player, Coach or Club (or any other Participant) that violates these Regulations. The Association has jurisdiction regarding any conduct that falls within the scope of these Regulations.
- 13.4 Any breach of these Regulations shall be Misconduct in accordance with Rule E1. Any charge for Misconduct shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association.
- 13.5 The Association shall monitor compliance with these Regulations. In particular:
- a) Any party that receives a notice from The Association 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 Association may lead to sanctions being imposed by The Association. If requested by The Association, a document (or an excerpt) shall be provided in English.
  - b) Electronic notifications sent to the address provided by The Association from time to time or in TMS are considered valid means of communication and will be deemed sufficient to establish time limits.
- 13.6 The Association may, in its sole discretion, refer to (and provide documents to) another National Association, a confederation and/or FIFA for resolution of any complaint or allegation of a breach or circumvention of these Regulations or of the FFAR applying to Football Agents where the subject matter involves any Transaction where any player, coach, club, or Football Agent is subject to the jurisdiction of the other National Association, the relevant confederation and/or FIFA.

### TITLE VIII. FINAL PROVISIONS

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#### 14. TRANSITORY PROVISIONS

- 14.1 Representation Agreements that expire on or after 1 January 2024 in force at the time at which the FFAR were approved (on 16 December 2022) shall remain valid (but not be extended) until they expire.

##### Guidance

*The FFAR were approved by FIFA Council on 16 December 2022.*

*For the purposes of this provision, the meaning of Representation Agreement shall include a Representation Contract (as defined under The Association's Working with Intermediaries Regulations in force at the time at which the FFAR were approved).*

*Representation Agreements concluded prior to the approval of the FFAR (on 16 December 2022) shall remain unaffected by these Regulations, irrespective of when a Transaction connected to such Representation Agreements occurs. However, such Representation Agreements may not be extended.*

## 19 - FOOTBALL AGENT REGULATIONS

- 14.2 Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of the FFAR (on 16 December 2022) shall be in compliance with the FFAR and these Regulations as from 1 January 2024.
- 14.3 A person that has executed any such Representation Agreement under Regulations 14.1 and 14.2 shall obtain a licence pursuant to the FFAR to continue providing Football Agent Services as from 1 January 2024.
- 14.4 From 1 January 2024, The Association shall continue to have the power to bring charges and impose sanctions in respect of prior breaches of The Association's Working with Intermediaries Regulations. A person that is subject to a suspension under The Association's Working with Intermediaries Regulations at the point at which these Regulations come into force shall remain suspended in accordance with the prior decision of the Regulatory Commission or Appeal Board in that case (as applicable).
- 14.5 An FA Registered Football Agent with a valid additional authorisation to deal with Minors under The Association's Working with Intermediaries Regulations in force immediately prior to these Regulations taking effect (a "**Legacy Additional Authorisation**") shall have additional authorisation to deal with Minors under these Regulations, subject to the following:
- a) the FA Registered Football Agent fulfilling FIFA's requirements to work with Minors as set out by FIFA from time to time;
  - b) the FA Registered Football Agent holding a valid registration with The Association and a valid FIFA Football Agent's licence; and
  - c) the continuing additional authorisation under these Regulations being subject to Regulations 5.5 and 5.6 and, in any event, expiring no more than three years after the Legacy Additional Authorisation was granted.

### 15. MISCELLANEOUS

- 15.1 To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void, provided, however, that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

### APPENDIX I: DEFINITIONS

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**"Agency"** means 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.

**"Agents Form"** means the applicable standard form as issued by The Association from time to time which details the involvement (or otherwise) of FA Registered Football Agents in respect of a particular Transaction.

**"Annual Return"** means a schedule (in the form prescribed by The Association from time to time) detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by a Player or a Coach (or by a Club on behalf of the Player or Coach) to an FA Registered Football Agent during a Reporting Period.

## 19 - FOOTBALL AGENT REGULATIONS

**“Approach”** means (i) any physical, in-person contact or contact via any means of electronic communication with a Player, Coach or Club; (ii) any direct or indirect contact with another person or organisation linked to a Player, Coach or Club, 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 Player, Coach or Club on their behalf in the manner described in (i) or (ii) above.

### Guidance

*For the avoidance of doubt, an Approach is not limited to the initial contact.*

**“Coach”** means an individual employed in a football-specific occupation by a Club and whose: (i) employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/or (ii) employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation.

**“Connected Football Agent”** means 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; (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; or (v) being employed or contractually retained by Agencies with the same ultimate beneficial owner(s).

**“Digital ID”** means a form of digital identification which The Association may issue to an FA Registered Football Agent from time to time.

**“Engaging Club”** means a Club that may engage a player or coach.

**“FFAR”** means The FIFA Football Agent Regulations.

**“FA Platform”** means the digital platform operated by The Association, or such other system as The Association requires from time to time, through which information must be submitted to or lodged with The Association as required by these Regulations.

**“FA Registered Football Agent”** means a Football Agent who has registered with The Association in accordance with Regulation 2.

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

**“Football Agent”** means a natural person licensed by FIFA to perform Football Agent Services.

**“Football Agent Services”** means football-related services performed for or on behalf of a player, coach or club, 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.

For the avoidance of doubt, a Club Official is not acting as an FA Registered Football Agent when they carry out any Football Agent Services in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an FA Registered Football Agent when they solely and exclusively undertake or provide Permitted Legal Advice in relation to any matter relating to a Transaction.

## 19 - FOOTBALL AGENT REGULATIONS

**“Interest”** means (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.

An Interest for the purposes of these Regulations includes an Interest of:

- (a) A spouse, partner, child, stepchild, parent, legal guardian or sibling of the relevant person;
- (b) A company in which any legal or beneficial interest or any proportion or share is held by the relevant person or any spouse, partner, child, stepchild, parent, legal guardian or sibling of the relevant person; and/or
- (c) A company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the relevant person or any spouse, partner, child, stepchild, parent, legal guardian or sibling of the relevant person.

### Guidance

*A Player or Coach that is the spouse, partner, child, stepchild, parent, legal guardian or sibling of a Football Agent will not be deemed to have an Interest in the business or affairs of a Football Agent or Agency by the simple fact of being the spouse, partner, child, stepchild, parent, legal guardian or sibling of that Football Agent. Similarly, a Football Agent that is the spouse, partner, child, stepchild, parent, legal guardian or sibling of a Player or Coach will not be prohibited from having an Interest in the business or affairs of a Football Agent or Agency by the simple fact of being the spouse, partner, child, stepchild, parent, legal guardian or sibling of that Player or Coach.*

**“Lawyer”** means an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of a legal executive, solicitor or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.

**“Legacy Additional Authorisation”** shall have the meaning given to it in Regulation 14.5.

**“LMA”** means the League Managers Association.

**“Minor”** means a Player or Coach under the age of 18.

**“National Association”** means a member association of FIFA.

**“National Dimension”** means shall have the meaning given to it in Regulation 1.2.

**“National Transaction”** means (i) the employment, unemployment, registration or deregistration of a Player with a Club; (ii) the employment or unemployment of a Coach with a Club; (iii) the transfer of the registration of a Player from one Club to another Club; or (iv) the creation, termination or variation of a Player or Coach's terms of employment with a Club.

**“Obligatory Terms”** means the clauses set out in a Standard Representation Agreement, and marked bold therein, that parties are required under Regulation 4.7 to include unaltered in Representation Agreements.

**“Other Services”** means any services performed by a Football Agent for or on behalf of a player, coach or club 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.

**“PFA”** means the Professional Footballers' Association.

## 19 - FOOTBALL AGENT REGULATIONS

**“Permitted Legal Advice”** means advice or assistance provided by a Lawyer to a Player, Coach or Club, either directly or indirectly, in relation to any Transaction where:

- (a) the Lawyer has entered into terms of engagement with the Player, Coach or Club in the form required by the Lawyer’s professional regulator and solely operates under those terms;
- (b) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer’s professional regulator;
- (c) the advice or assistance either relates to: (i) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular, the remuneration terms of the Transaction; or (ii) a dispute arising out of a Transaction; and
- (d) the Lawyer is remunerated in a manner which is deemed acceptable by that Lawyer’s professional regulator for carrying out such advice or assistance.

### Guidance

*This shall not preclude an in-house Lawyer at the PFA or LMA from providing legal advice in relation to these Regulations.*

**“Procedural Rules Governing the Football Tribunal”** means the Procedural Rules Governing the Football Tribunal set out by FIFA from time to time.

**“Reporting Period”** means the period between 1 July of the previous calendar year and 30 June of the current calendar year.

**“Regulations”** means these National Football Agent Regulations of The Association, as amended from time to time.

**“Releasing Club”** means a Club that a player or coach is leaving to be employed and/or registered by an Engaging Club.

**“Remuneration”** means 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”** means a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services.

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

**“Specified Transaction”** means a Transaction where all of the parties involved are defined and identified.

**“Standard Representation Agreement”** means a Representation Agreement in the form prescribed by The Association from time to time.

**“Standard Sub-contract Agreement”** means an agreement in relation to the assignment or sub-contracting of Football Agent Services duties or responsibilities in relation to a Player, Coach or Club from one FA Registered Football Agent to another FA Registered Football Agent in the form prescribed by The Association from time to time.

**“Transaction”** means (i) the employment, unemployment, registration or deregistration of a player with a club or a Single-Entity League; (ii) the employment or unemployment of a coach with a club, Single-Entity League or a National Association; (iii) the transfer of the registration of a player from one club to another; (iv) the creation, termination or variation of a player or coach’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.