

REGULATIONS

on Working with Intermediaries



FIFA[®]

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<i>Article</i>	<i>Page</i>
Regulations on working with intermediaries	
Definition of an intermediary	4
Preamble	4
1 Scope	5
2 General principles	6
3 Registration of intermediaries	7
4 Requisites for registration	8
5 Representation contract	9
6 Disclosure and publication	10
7 Payments to intermediaries	11
8 Conflicts of interest	13
9 Sanctions	14
10 Enforcement of associations' obligations	15
11 Transitional measures	16
Annexe 1	
Intermediary Declaration for natural persons	17
Annexe 2	
Intermediary Declaration for legal persons	20

Definition of an intermediary

A natural or legal person who, for a fee or free of charge, represents players and/or clubs in negotiations with a view to concluding an employment contract or represents clubs in negotiations with a view to concluding a transfer agreement.

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

Preamble

FIFA bears the responsibility to constantly improve the game of football and to safeguard its worldwide integrity. In this context, one of FIFA's key objectives is to promote and safeguard considerably high ethical standards in the relations between clubs, players and third parties, and thus to live up to the requirements of good governance and financial responsibility principles. More specifically, FIFA considers it essential to protect players and clubs from being involved in unethical and/or illegal practices and circumstances in the context of concluding employment contracts between players and clubs and of concluding transfer agreements. In the light of these considerations, and with the aim of properly addressing the changing realities of modern-day relations between players and clubs as well as to enable proper control and transparency of player transfers, FIFA has enacted these regulations in accordance with article 4 of the Regulations Governing the Application of the FIFA Statutes. These regulations shall serve as minimum standards/requirements that must be implemented by each association at national level, the latter having the possibility of further adding thereto.

1 Scope

1.

These provisions are aimed at associations in relation to the engagement of the services of an intermediary by players and clubs to:

- a) conclude an employment contract between a player and a club, or
- b) conclude a transfer agreement between two clubs.

2.

Associations are required to implement and enforce at least these minimum standards/requirements in accordance with the duties assigned in these regulations, subject to the mandatory laws and any other mandatory national legislative norms applicable to the associations. Associations shall draw up regulations that shall incorporate the principles established in these provisions.

3.

The right of associations to go beyond these minimum standards/requirements is preserved.

4.

These regulations and potential additional provisions going beyond these minimum standards/requirements implemented by the associations shall not affect the validity of the relevant employment contract and/or transfer agreement.

2 General principles

1. Players and clubs are entitled to engage the services of intermediaries when concluding an employment contract and/or a transfer agreement.
2. In the selection and engaging process of intermediaries, players and clubs shall act with due diligence. In this context, due diligence means that players and clubs shall use reasonable endeavours to ensure that the intermediaries sign the relevant Intermediary Declaration and the representation contract concluded between the parties.
3. Whenever an intermediary is involved in a transaction, he shall be registered pursuant to article 3 below.
4. The engagement of officials, as defined in point 11 of the Definitions section of the FIFA Statutes, as intermediaries by players and clubs is prohibited.

3 Registration of intermediaries

1.

For the sake of transparency, each association is required to implement a registration system for intermediaries that has to be publicised in accordance with article 6 paragraph 3 below. Intermediaries must be registered in the relevant registration system every time they are individually involved in a specific transaction (cf. paragraphs 2 and 3 below).

2.

Within the scope of the above-mentioned registration system, associations must require clubs and players who engage the services of an intermediary to submit at least the Intermediary Declaration in accordance with annexes 1 and 2 of these regulations. Associations may request further information and/or documentation.

3.

Following the conclusion of the relevant transaction, a player engaging the services of an intermediary within the scope of article 1 paragraph 1a) above must submit to the association of the club with which he signed his employment contract at least the Intermediary Declaration and any other documentation required by the association. In case of renegotiation of an employment contract, a player engaging the services of an intermediary must also provide the association of his current club with the same documentation.

4.

Following the conclusion of the relevant transaction, a club engaging the services of an intermediary within the scope of article 1 paragraph 1b) above must submit to the association of the club with which the player in question is to be registered at least the Intermediary Declaration and any other documentation required by the association. If the releasing club engaged the services of an intermediary, that club shall also submit a copy of the Intermediary Declaration to its association.

5.

The aforementioned notification by players and clubs must be made each time any activity within the scope of article 1 paragraph 1 of these regulations takes place.

4 Requisites for registration

1.

In addition to the information provided to the relevant association by the player or the club under article 3 above, and before the relevant intermediary can be registered, the association concerned will at least have to be satisfied that the intermediary involved has an impeccable reputation.

2.

If the intermediary concerned is a legal person, the association responsible for registering the transaction will also have to be satisfied that the individuals representing the legal entity within the scope of the transaction in question have an impeccable reputation.

3.

Associations must also be satisfied that in carrying out his activities, the intermediary contracted by a club and/or a player has no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. Intermediaries are precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with their activities.

4.

Associations are considered to have complied with their obligations under paragraphs 1 to 3 above if they obtained a duly signed Intermediary Declaration as per annexes 1 or 2 of these Regulations from the intermediary concerned.

5.

The representation contract that the intermediary concludes with a player and/or a club (cf. article 5 below) must be deposited with the association when the registration of the intermediary takes place.

5 Representation contract

1.

For the sake of clarity, clubs and players shall specify in the relevant representation contract the nature of the legal relationship they have with their intermediaries, for example, whether the intermediary's activities constitute a service, a consultancy within the scope of article 1 paragraph 1 of these regulations, a job placement or any other legal relationship.

2.

The main points of the legal relationship entered into between a player and/or club and an intermediary shall be recorded in writing prior to the intermediary commencing his activities. The representation contract must contain the following minimum details: the names of the parties, the scope of services, the duration of the legal relationship, the remuneration due to the intermediary, the general terms of payment, the date of conclusion, the termination provisions and the signatures of the parties. 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.

6 Disclosure and publication

1.

Players and/or clubs are required to disclose to their respective association (cf. article 3 paragraphs 2 and 3) the full details of any and all agreed remunerations or payments of whatsoever nature that they have made or that are to be made to an intermediary. In addition, players and/or clubs shall, upon request, with the exception of the representation contract, the disclosure of which is mandatory under article 4 paragraph 5 above, disclose to the competent bodies of the leagues, associations, confederations and FIFA, all contracts, agreements and records with intermediaries in connection with activities in relation to these provisions, for the purpose of their investigations. Players and/or clubs shall in particular reach agreements with the intermediaries to ensure that there are no obstacles to the disclosure of the above-mentioned information and documents.

2.

All above-mentioned contracts shall be attached to the transfer agreement or the employment contract, as the case may be, for the purpose of registration of the player. Clubs or players shall ensure that any transfer agreement or employment contract concluded with the services of an intermediary bears the name and signature of such intermediary. In the event that a player and/or a club have not used the services of an intermediary in their negotiations, the pertinent documentation lodged within the scope of the respective transaction shall contain a specific disclosure of this fact.

3.

Associations shall make publicly available at the end of March of every calendar year, for example on their official website, the names of all intermediaries they have registered as well as the single transactions in which they were involved. In addition, associations shall also publish the total amount of all remunerations or payments actually made to intermediaries by their registered players and by each of their affiliated clubs. The figures to be published are the consolidated total figure for all players and the individual clubs' consolidated total figure.

4.

Associations may also make available to their registered players and affiliated clubs any information relating to transactions that have been found to be in breach of these provisions that is of relevance for the pertinent irregularities.

7 Payments to intermediaries

1. The amount of remuneration due to an intermediary who has been engaged to act on a player's behalf shall be calculated on the basis of the player's basic gross income for the entire duration of the contract.
2. Clubs that engage the services of an intermediary shall remunerate him by payment of a lump sum agreed prior to the conclusion of the relevant transaction. If agreed, such a payment may be made in instalments.
3. While taking into account the relevant national regulations and any mandatory provisions of national and international laws, and as a recommendation, players and clubs may adopt the following benchmarks:
 - a) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a player's behalf should not exceed three per cent (3%) of the player's basic gross income for the entire duration of the relevant employment contract.
 - b) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude an employment contract with a player should not exceed three per cent (3%) of the player's eventual basic gross income for the entire duration of the relevant employment contract.
 - c) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer fee paid in connection with the relevant transfer of the player.
4. Clubs shall ensure that payments to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions, are not paid to intermediaries and that the payment is not made by intermediaries. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player. The assignment of claims is also prohibited.

5.

Subject to article 7 paragraph 6 and article 8 below, any payment for the services of an intermediary shall be made exclusively by the client of the intermediary to the intermediary.

6.

After the conclusion of the relevant transaction and subject to the club's agreement, the player may give his written consent for the club to pay the intermediary on his behalf. The payment made on behalf of the player shall be in accordance with the terms of payment agreed between the player and the intermediary.

7.

Officials, as defined in point 11 of the Definitions section of the FIFA Statutes, are prohibited from receiving any payment from an intermediary of all or part of the fees paid to that intermediary in a transaction. Any official who contravenes the above shall be subject to disciplinary sanctions.

8.

Players and/or clubs that engage the services of an intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such intermediary if the player concerned is a minor, as defined in point 11 of the Definitions section of the Regulations on the Status and Transfer of Players.



Conflicts of interest

1.

Prior to engaging the services of an intermediary, players and/or clubs shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for the players and/or clubs or for the intermediaries.

2.

No conflict of interest would be deemed to exist if the intermediary discloses in writing any actual or potential conflict of interest he might have with one of the other parties involved in the matter, in relation to a transaction, representation contract or shared interests, and if he obtains the express written consent of all the other parties involved prior to the start of the relevant negotiations.

3.

If a player and a club wish to engage the services of the same intermediary within the scope of the same transaction under the conditions established in paragraph 2 above, the player and the club concerned shall give their express written consent prior to the start of the relevant negotiations, and shall confirm in writing which party (player and/or club) will remunerate the intermediary. The parties shall inform the relevant association of any such agreement and accordingly submit all the aforementioned written documents within the registration process (cf. articles 3 and 4 above).

9 Sanctions

1.

Associations are responsible for the imposition of sanctions on any party under their jurisdiction that violates the provisions of these Regulations, their statutes or regulations.

2.

Associations are obliged to publish accordingly and to inform FIFA of any disciplinary sanctions taken against any intermediary. The FIFA Disciplinary Committee will then decide on the extension of the sanction to have worldwide effect in accordance with the FIFA Disciplinary Code.

10 Enforcement of associations' obligations

1.

FIFA shall monitor the proper implementation of these minimum standards/ requirements by the associations and may take appropriate measures if the relevant principles are not complied with.

2.

The FIFA Disciplinary Committee shall be competent to deal with such matters in accordance with the FIFA Disciplinary Code.

11

Transitional measures

1.

These provisions supersede the Players' Agents Regulations last amended on 29 October 2007 and come into force on 1 April 2015.

2.

With the coming into force of these provisions, the previous licensing system shall be abandoned and all existing licences will lose validity with immediate effect and shall be returned to the associations that have issued them.

Intermediary Declaration for natural persons

First name(s):

Surname(s):

Date of birth:

Nationality/nationalities:

Full permanent address (incl. phone/fax and e-mail):

I, _____
(First name(s), surnames(s) of intermediary)

HEREBY DECLARE THE FOLLOWING:

1. I pledge to respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an intermediary. In addition, I agree to be bound by the statutes and regulations of associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that I have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the FIFA Regulations on Working with Intermediaries, that I shall not accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to article 7 paragraph 8 of the FIFA Regulations on Working with Intermediaries, that I shall not accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of the Regulations on the Status and Transfer of Players.
 7. I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.
 8. I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the association obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.
 9. I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which I am responsible.
 10. I consent, pursuant to article 6 paragraph 3 of the FIFA Regulations on Working with Intermediaries, to the association concerned holding and processing any data for the purpose of their publication.
 11. I consent, pursuant to article 9 paragraph 2 of the FIFA Regulations on Working with Intermediaries, to the association concerned publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.
 12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the association concerned.
 13. Remarks and observations which may be of potential relevance:
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I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the association concerned shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the association concerned immediately.

(Place and date)

(Signature)

Intermediary Declaration for legal persons

Name of company (legal person/entity):

Address of company (incl. phone/fax, e-mail and website):

Hereinafter referred to as "the company"

First name(s) and surname(s) of the individual duly authorised to represent the aforementioned company (legal person/entity):

(NB: each individual acting on behalf of the company has to fill in a separate Intermediary Declaration)

I, _____
(First name(s), surnames(s) of the individual representing the legal person/
entity)

duly authorised to represent the company

HEREBY DECLARE THE FOLLOWING:

1. I declare that both the company I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out activities as an intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the statutes and regulations of associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out activities as an intermediary.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that neither the company I represent nor I myself have any contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any

relevant contract shall be disclosed. I also acknowledge that the relevant company is precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with its activities as intermediary.

5. I declare, pursuant to article 7 paragraph 4 of the FIFA Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.
6. I declare, pursuant to article 7 paragraph 8 of the FIFA Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of the Regulations on the Status and Transfer of Players.
7. I declare that neither the company I represent nor I shall take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.
8. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the associations obtaining full details of any payment of whatsoever nature made to the company by a club or a player for its services as an intermediary.
9. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the FIFA Regulations on Working with Intermediaries, to the leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with the activities as an intermediary of the company. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which the company I represent is responsible.

10. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 3 of the FIFA Regulations on Working with Intermediaries, to the association concerned holding and processing any data for the purpose of their publication.
11. On behalf of the company I represent, I consent, pursuant to article 9 paragraph 2 of the FIFA Regulations on Working with Intermediaries, to the association concerned publishing and informing FIFA of any disciplinary sanctions taken against the company I represent.
12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the association concerned.
13. Remarks and observations which may be of potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the association concerned shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the association concerned immediately.

(Place and date)

(Signature)

