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Resolution No. VII/116 of 8 August 2023 of the Management Board of the Polish Football Association – PZPN Football Agent Regulations

Pursuant to Article 37(1) sec. 12 of the Statutes of the PZPN and in connection with Article 3 (1) of the FIFA Football Agents Regulations, edition 2023, the PZPN Football Agent Regulations with the following wording are hereby adopted:

**PZPN FOOTBALL AGENT REGULATIONS**

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## Definitions

For the purposes of these Regulations, the following definitions (in capital letters) shall apply:

Agency	-	an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents
Football Agent	-	a natural person licensed by FIFA to perform Football Agent Services
Connected Football Agent	-	A Football Agent is connected to another Football Agent as a result of their: <ul style="list-style-type: none"> <li>(i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted;</li> <li>(ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted;</li> <li>(iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or</li> <li>(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</li> </ul>
CPD	-	continuing professional development FIFA
FIFA	-	Fédération Internationale de Football Association
FIFA Agent Platform	-	the digital platform operated by FIFA through which the licensing process, dispute resolution process, continuing professional development (CPD) and reporting shall occur
FIFA FAR	-	FIFA Football Agent Regulations, as amended
FIFA RSTP	-	the FIFA Regulations on the Status and Transfer of Players, as amended
Other Services	-	any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts
Interest	-	any of the following situations: <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> </ul>
Conflict of Interest	-	in particular any of the following situations: <ul style="list-style-type: none"> <li>(i) the Football Agent, in negotiating or entering into Transactions, may be pursuing their personal interest or financial advantage at the expense of the interest of the club, the player, the sport of football or the public interest;</li> <li>(ii) the Football Agent is negotiating or entering into Transactions with a club in which his or her spouse, relative or relatives up to the second degree of affinity has an interest directly or indirectly, is employed, irrespective of the</li> </ul>

		<p>type of employment, or holds corporate, managerial or technical/sports functions;</p> <p>(iii) a player who has a valid exclusive Representation Agreement enters into a Representation Agreement with another Football Agent which is valid at the same time and to the same extent as the contract previously entered into</p>
Approach	-	<p>(i) any physical, in-person contact or contact via any means of electronic communication with a Client;</p> <p>(ii) any direct or indirect contact with another person or organisation linked to a Client, such as a family member or friend; or</p> <p>(iii) any action when a Football Agent uses or directs another person or organisation to contact a Client on their behalf in the manner described in (i) or (ii) above</p>
Contract	-	a professional football player's contract between a club and a player or a coaching contract between a club or association and a Coach
Client	-	a member association, club, player or Coach that may engage a Football Agent to provide Football Agent Services
Individual Client	-	player or Coach
Institution Client	-	member association or club
FIFA licence	-	the licence issued by FIFA to provide the services of a Football Agent
PZPN Platform	-	a digital platform managed by PZPN through which the registration of Football Agents, transactions and fulfilment of other obligations indicated in the Regulations takes place
Releasing entity	-	a member association or a club that a Client is leaving to be employed and/or registered by an Engaging entity
Engaging entity	-	a member association or a club that may engage a player or coach
National Transaction	-	Transaction carried out in Poland
PSP PZPN	-	Football Arbitration Court of the Polish Football Association
Regulations	-	these PZPN Football Agent Regulations
Transaction	-	<p>any of the following situations:</p> <p>(i) the engagement, registration or deregistration of a player with a club;</p> <p>(ii) the engagement of a Coach with a club, or a member association;</p> <p>(iii) the transfer of the registration of a player from one club to another;</p> <p>(iv) the entering into a business relationship with an individual, modifying its terms or terminating it</p>
Specified Transaction	-	A Transaction where all of the parties involved are defined and identified
Coach	-	a football coach (including head coach, assistant coach, fitness coach, goalkeeper coach) and any other person providing football coaching services to a club
Football Agent Services	-	football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction
Representation Agreement	-	a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services
Remuneration	-	gross financial compensation for engagement set out in a negotiated 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 (sell-on fee) agreed to and any non-salary benefits, such as the provision of a vehicle,

		accommodation or other services, are not considered in the calculation of the gross financial compensation
Minor	-	minor football player under the age of 18

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

## Chapter I General provisions

### Article 1. Objectives

1. FIFA at the global level and national associations at the national level (including the Polish Football Association in Poland) have a statutory obligation to regulate all matters relating to the football transfer system. The core objectives of the football transfer system are to:
  - a) protect the contractual stability between professional players and clubs;
  - b) encourage the training of young players;
  - c) promote a spirit of solidarity between elite and grassroots football;
  - d) protect minors;
  - e) maintain competitive balance; and
  - f) ensure the regularity of sporting competitions.
2. Regulation of the occupation of Football Agent ensures that the conduct of a Football Agent is consistent with both the core objectives of the football transfer system and the following objectives:
  - a) raising and setting minimum professional and ethical standards for the occupation of Football Agent;
  - b) ensuring the quality of the service provided by Football Agents to Clients at fair and reasonable service fees that are uniformly applicable;
  - c) limiting conflicts of interest to protect Clients from unethical conduct of Football Agents;
  - d) improving financial and administrative transparency of the activities of Football Agents;
  - e) protecting players who lack experience or information relating to the football transfer system;
  - f) enhancing contractual stability between players, Coaches and clubs; and
  - g) preventing abusive, excessive and speculative practices.

### Article 2. Scope

1. These Regulations govern the occupation of Football Agents within the territory of Poland and apply to:
  - a) all Representation Agreements with a national dimension; or
  - b) any conduct connected to a national transfer or national transaction.
  - c) all aspects of the Football Agents' activities.
2. A Representation Agreement will have a national dimension whenever:
  - a) it governs Football Agent Services related to a Specified Transaction in connection with:
    - (i) the transfer of a player, whereby both the engaging club and the releasing club are members of the Polish Football Association (PZPN) and the transfer falls within the jurisdiction of the bodies of the PZPN or the Football Arbitration Court of the PZPN;
    - (ii) a change of club by the Coach, whereby both the engaging club and the releasing club are members of the PZPN;
    - (iii) a change of employer by the Coach, with one of the parties to the Specified Transaction being a club that is a member of the PZPN and the other is the PZPN; or
  - b) it specifies Football Agent Services related to more than one Specified Transaction, one of which is related to:
    - (i) a national transfer under the jurisdiction of the bodies of the PZPN or the Football Arbitration Court of the PZPN;
    - (ii) a change of club by the Coach, whereby both the engaging club and the releasing club are members of the PZPN;

(iii) a change of employer by a Coach, with one of the parties to the Specified Transaction being a club that is a member of the PZPN and the other is the PZPN.

3. These Regulations also apply to Representation Agreements which govern Football Agent Services not related to a Specified Transaction connected to an international transfer and where the Client is registered or domiciled in the territory of Poland on the date of such Representation Agreement are signed.

## **Chapter II Competence of a Football Agent**

### **Article 3 General provisions**

1. A natural person may become a Football Agent by following the procedure set out in art. 4 – 10 FIFA FAR.
2. A natural person holding a Football Agent's Licence prior to 2015 in accordance with the FIFA Players' Agent Regulation is exempt from passing the FIFA Football Agent Exam in accordance with the FIFA FAR provided that the conditions indicated in article 23 of the FIFA FAR are met.
3. The licence issued by FIFA authorises the Football Agent to provide Football Agent Services in the territory of Poland, subject to paragraph 4. The Football Agent providing Agent Services in the territory of Poland is subject to these Regulations and all other regulations of PZPN applicable to the activities of Football Agents.
4. The Football Agent, prior to the commencement of operations in Poland, shall:
  - a) create an account on agent.pzpn.pl, including completion of all required information and statements;
  - b) accept these Regulations and other PZPN regulations concerning Football Agents.

### **Article 4 Compliance with eligibility requirements**

1. PZPN will report to FIFA any allegation or suspicion of non-compliance by any Football Agent or applicant with the eligibility requirements under article 5 of the FIFA FAR.
2. PZPN will assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FIFA FAR by providing all relevant information at the disposal of PZPN or requested by FIFA.

## **Chapter III Acting as a Football Agent**

### **Article 5 General provisions**

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

## **Article 6 Representation**

1. A Football Agent may only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.
2. Only a Football Agent may Approach a potential Client or enter into a Representation Agreement with a Client.
3. A Representation Agreement concluded between an Individual Client and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic or unilateral renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period of 2 years, shall be null and void.
4. A Football Agent may only execute one Representation Agreement with the same Individual Client at any one time. Before entering into a Representation Agreement with an Individual Client, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:
  - a) inform the Individual Client in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
  - b) obtain the Individual's Client written confirmation that they have either obtained or decided not to take such independent legal advice.The statements referred to in a and b above may not form part of the Representation Agreement.
5. A Representation Agreement concluded between an Institution Client and a Football Agent is not subject to a maximum duration.
6. A Football Agent may execute multiple Representation Agreements with the same Institution Client at any one time, subject to those agreements relating to different Transactions.
7. A Representation Agreement is valid only if it contains the following minimum requirements:
  - a) the names of the parties;
  - b) the duration (if applicable);
  - c) the amount of the service fee due to the Football Agent;
  - d) the nature of the Football Agent Services to be provided, including whether it is an exclusivity agreement;
  - e) the parties' signatures.
- 8. A Football Agent may only perform Agent Services and Other Services for one party in a Transaction, subject to the sole exception - permitted dual representation, i.e. a Football Agent may perform Football Agent Services and Other Services for an Individual Client and an Engaging entity in the same Transaction, provided that prior explicit written consent is given by both Clients.**  
**(suspended)**
- 9. A Football Agent may, in particular, not perform Football Agent Services or Other Services in the same Transaction for:**
  - a) a Releasing entity and Individual Client; or**
  - b) a Releasing entity and Engaging entity; or**
  - c) all parties within the same Transaction.****(suspended)**
- 10. A Football Agent and a Connected Football Agent may not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this article.**  
**(suspended)**
11. Any relevant transfer agreement or Contract in a Transaction that is concluded following the provision of Football Agent Services shall specify the Football Agent's name, their Client, their FIFA licence number, Football Agent's remuneration and their signature.
12. A Client may negotiate and conclude a Transaction without engaging a Football Agent. If this is the case, this shall be explicitly stated in the relevant transfer agreement or Contract.
13. Any clause in a Representation Agreement that:
  - a) limits a Client ability to autonomously negotiate and conclude a Contract or transfer agreement without the involvement of a Football Agent; and/or

- b) penalises a Client if they autonomously negotiate and/or conclude a Contract or transfer agreement without the involvement of a Football Agent, shall be null and void.
14. A Representation Agreement may be terminated at any time by either party if there is just cause (valid reason) to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:
- a) the withdrawal or suspension of a Football Agent licence by FIFA;
  - b) the final imposition of a ban on the Football Agent from taking part in any football-related activity or disciplinary sanction;
  - c) the final imposition of a ban on the club from registering new players, either nationally or internationally, for at least one entire registration period.

#### **Article 7 Representation of Minors**

1. An Approach (and/or any subsequent execution of a Representation Agreement) to a Minor or their legal guardians in relation to any Football Agent Services may only be made no more than six months before the Minor reaches the age of 15. This Approach may only be made with the prior written consent of the Minor's legal guardians, as well as under the conditions set out in paragraph 2 below. The Agent shall only be entitled to approach Minor's legal guardians once before obtaining such written consent.
2. A Football Agent that wishes to represent a Minor or represent a club in a Transaction involving a Minor shall first successfully complete the designated FIFA CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the Republic of Poland and the Regulations of the Polish Football Association.
3. A Representation Agreement between a Football Agent and a Minor shall only be enforceable where:
  - a) The Representation Agreement meets the minimum requirements provided in article 6 paragraph 7 of these Regulations;
  - b) the Football Agent has complied with paragraphs 1 and 2 above; and
  - c) The Representation Agreement is signed by the Minor and their legal guardians as provided by the law of the Republic of Poland.
4. Any violation of regulations set out in this article shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent for a minimum of six months and a maximum of two years.

#### **Article 8 Service fee – general principles**

1. A Football Agent may charge a service fee to a Client as agreed in a Representation Agreement.
2. **Payment of the service fee due under a Representation Agreement shall be made exclusively by the Client of the Football Agent. A Client may not contract with or authorise any third party to make such payment. (suspended)**
3. **The only exception to the principle in paragraph 2 of this article is when a Football Agent is representing an Individual Client and their negotiated annual Remuneration is less than PLN 200,000 (or equivalent), not counting any conditional payments. In such cases, an Engaging entity may agree with an Individual Client to pay the service fee for that Transaction to their Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:**
  - a) **The service fee payment made by the Engaging entity on behalf of the Individual Client shall not affect the fiduciary duty of the Football Agent to the Individual Client. It must also not create any dependency or subordination of the Football Agent towards the Engaging entity.**

- b) ***The service fee payment made by the Engaging entity on behalf of the Individual Client must be no higher than the agreed service fee in the Representation Agreement between the Individual Client and Football Agent. In case of doubt, the Football Agent or the Individual Client shall be obliged to present to the Engaging entity the Representation Agreement to which the payment relates.***
  - c) ***The Engaging entity may not deduct any service fee payment made pursuant to paragraph 3 of this article from the Individual's Remuneration.***
  - d) ***Payment shall be made on the basis of an agreement between the Engaging entity and the Football Agent.***  
***(suspended)***
4. The service fee due to a Football Agent shall be paid on an invoice basis.
5. A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a Representation Agreement, and the Representation Agreement is in force at the time at which the relevant Football Agent Services are performed.
- a) where a Contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement.
6. ***Payment of any service fee to the Football Agent shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the Contract negotiated by the Football Agent.***  
***(suspended)***
7. ***Only the Remuneration actually received by an Individual Client shall be subject to the payment of the Football Agent's service fee, calculated on a pro-rata basis to the Remuneration actually received by the Individual Client.***  
***(suspended)***
8. ***Where a negotiated Contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated Contract.***  
***(suspended)***
9. A Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a Minor unless the relevant player is signing their first or subsequent professional Contract.
10. ***Where a Football Agent acts on behalf of an Engaging entity and an Individual Client in the same Transaction under article 6, paragraph 8 of these Regulations (permitted dual representation), the Engaging entity may pay up to 50% of the total service fee due.***  
***(suspended)***
11. ***A Releasing entity shall pay a service fee to a Football Agent following receipt of each instalment of the transfer compensation due to the Releasing entity. The Releasing entity shall duly inform the Football Agent of any such instalments received.***  
***(suspended)***
12. ***A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated Contract where:***
- a) ***The Individual Client transfers to another Engaging entity before the negotiated Contract expires; or***
  - b) ***The negotiated Contract is prematurely terminated and the Football Agent still represents the Individual Client at the time of that termination.***
- In such situations, the Football Agent will be due a fee calculated on a pro-rata basis up to the date of the Contract.***  
***(suspended)***



**Article 9 Service fee cap**

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

<b>Client</b>	<b>Service fee cap</b>	
	<b>Individual's annual Remuneration less than or equal to PLN 800,000 (or equivalent)</b>	<b>Individual's annual Remuneration above PLN 800,000 (or equivalent)</b>
<b>Individual Client</b>	<b>5% of the Individual's Remuneration</b>	<b>3% of the Individual's Remuneration</b>
<b>Engaging entity</b>	<b>5% of the Individual's Remuneration</b>	<b>3% of the Individual's Remuneration</b>
<b>Engaging entity and Individual Client (permitted dual representation)</b>	<b>10% of the Individual's Remuneration</b>	<b>6% of the Individual's Remuneration</b>
<b>Releasing entity</b>	<b>10% of the transfer compensation</b>	

**For the avoidance of doubt, the following shall apply:**

- a) The calculation to determine the relevant service fee cap of the Individual's Remuneration may not take into account any conditional payments.**
- b) If an Individual's annual Remuneration is above PLN 800,000 (or equivalent), the annual excess above that amount shall be subject to a service fee cap of 3% if the Football Agent is representing an Individual Client or an Engaging entity or 6% if they are representing both an Engaging entity and an Individual Client (permitted dual representation).**
- c) The calculation of the transfer compensation may not include:**
  - (i) any amount paid as compensation for breach of Contract pursuant to article 17 or Annexe 2 of the RSTP; or**
  - (ii) any future sell-on fee.**  
**(suspended)**
- 3. Where a Football Agent or a Connected Football Agent, in the 24 months prior to or following a Transaction, performs Other Services for a Client involved in that Transaction, it shall be presumed that the Other Services formed part of the Football Agent Services performed in that Transaction, unless proven to the contrary.**  
**(suspended)**
- 4. Where a Football Agent and/or Client fails to rebut the presumption in paragraph 3 of this article, the fees paid for the Other Services shall be deemed to be part of the service fee paid for the Football Agent Services performed in that Transaction.**  
**(suspended)**

## Article 10 Rights and obligations

1. A Football Agent may:
  - a) provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in article 6 of these Regulations and article 12 of FIFA FAR;
  - b) not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;
  - c) not enter into a Representation Agreement with a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.
2. A Football Agent shall:
  - a) always act in the best interests of their Client(s);
  - b) respect and adhere to the Statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and member associations, including PZPN;
  - c) not enter into Transactions or undertake activities from which Conflicts of Interest arise or may arise in the performance of the Football Agent Services;
  - d) ensure that their name, licence number, remuneration, signature and the name of their Client appear in any contracts resulting from the provision of their Football Agent Services;
  - e) always meet the eligibility requirements while licensed, as described in articles 5 and 17 of FIFA FAR;
  - f) pay an annual licence fee to FIFA within the deadline stipulated on the FIFA Agent Platform, as described in articles 7 and 17 of FIFA FAR;
  - g) comply with the CPD requirements, as described in articles 9 and 17 of FIFA FAR;
  - h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this article;**
  - i) immediately report any breaches of these Regulations, or FIFA, confederation or member association rules, regulations or codes of conduct to the relevant authority or body;
  - j) upload to the PZPN Platform following information related to a national dimension, a national transfer or a national transaction:**
    - (i) within 14 days of execution, amendment or termination of a Representation Agreement: the relevant Representation Agreement, annex or termination of the Representation Agreement;**
    - (ii) within 14 days of signature: the statements and documents referred to in Article 6, paragraph 4, Article 7, paragraph 1 of the Regulations;**
    - (iii) other information requested on the PZPN Platform.**
  - k) if they conduct their business affairs through an Agency, upload to the PZPN 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 or contractors; and**
    - (iii) within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.****(suspended)**
  - l) send all required information and documents to the FIFA Agent Platform.****(suspended)**
3. A Football Agent may not engage, or attempt to engage, in the following conduct:
  - a) approach, enter into negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the

- media), regarding any Individual with the aim of inducing them to prematurely terminate their Contract without just cause or violate any obligations in their Contract.
- b) offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
    - (i) any official or employee of a member association, including PZPN, or club in connection with Football Agent Services; or
    - (ii) an Individual (or any family member or legal guardian or friend of that Individual) in relation to a Representation Agreement with that Football Agent.
  - c) conceal material facts from a Client, including:
    - (i) failing to declare a Conflict of Interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or
    - (ii) failing to report a written offer (by any means of communication) made to a Client.
  - d) circumvent the cap established by these Regulations, either directly or indirectly, by, for example and without limitation, intentionally increasing the service fee charged or that otherwise would have been charged to the Client for Other Services.
  - e) accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs. This includes, without limitation, any rights as described in article 18ter of the FIFA RSTP.
  - f) be involved, directly or indirectly, in a bridge transfer as defined in the FIFA RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the FIFA RSTP.
  - g) violate these Regulations in any other way.
4. With regard to disclosure and reporting, a Football Agent shall:
- a) immediately inform a Client of any written offer (by any means of communication) they have received in relation to their Client;
  - b) provide to a Client, on request, a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the Contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and
  - c) upon request, cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for any type of information in any form.

#### **Article 11 Compliance with ongoing licensing requirements**

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

## Chapter IV Rights and Obligations of Clients

### Article 12 Engagement of Football Agents

1. Clients:
  - a) may engage a Football Agent to perform Football Agent Services, provided that they do not choose to undertake such activities themselves;
  - b) shall pay the service fee agreed with a Football Agent in a timely manner established by these Regulations and in accordance with the respective Representation Agreement, Contract and transfer agreement (as applicable);
  - c) shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement;
  - d) shall cooperate with the relevant body of PZPN, each member association, confederation and/or FIFA with respect to any request in relation to a Football Agent made by those bodies;
  - e) may request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that Client;
  - f) (for clubs) shall upload to the FIFA Transfer Matching System (TMS) within 14 days of occurrence:
    - (i) the information requested in TMS on completion of each Transaction that is an international transfer in which the club is involved;
    - (ii) any amendment to, or termination of, a relevant Representation Agreement;
    - (iii) any agreement with a Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested in TMS;
    - (iv) the information requested in TMS following the payment of a fee related to any agreement entered into with a Football Agent other than a Representation Agreement; and
  - g) (for clubs) shall indicate in the Contracts and transfer agreements the details of the Football Agent involved in the Transaction, their signature and the amount of remuneration due to the Football Agent involved in the Transaction to be paid to them by the club;
  - h) shall immediately report any breaches of FIFA FAR or these Regulations to FIFA or PZPN, the confederations or member associations.
2. Clients (and their officials, when applicable) may not engage, or attempt to engage, in the following conduct:
  - a) engage or appoint an unlicensed person to perform Football Agent Services;
  - b) accept or request any undue personal, pecuniary or other advantage from a Football Agent;
  - c) give, offer or seek to offer consideration or a promise of any kind, either directly or indirectly, to a Football Agent (or to any family member of, or other person connected with, that Football Agent), other than the service fee agreed;
  - d) for member associations and clubs, interfere in, or influence, the freedom of an Individual Client to select a Football Agent;
  - e) participate, or assist, directly or indirectly, in any circumvention of the service fee cap established by these Regulations;
  - f) have an Interest in an Agency or the affairs of a Football Agent, in accordance with article 11, paragraph 4 of FIFA FAR;
  - g) for member associations and clubs, either directly or indirectly, induce or coerce an Individual to breach the terms of their Representation Agreement with their Football Agent;
  - h) fail to immediately report any breach of these Regulations or FIFA FAR to FIFA or PZPN;
  - i) permit a Football Agent or their Agency to have an Interest in them, or carry out activities that may involve a Conflict of Interest;
  - j) any other breach of these Regulations or FIFA FAR.

## Chapter V Disclosure and Publication

### Article 13 Disclosure and publication

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

*(suspended)*
2. **PZPN shall make available:**
  - a) **the names and details of all Football Agents registered on the PZPN Platform;**
  - b) **sanctions imposed on Agents.**
3. The basis for the provision of all information constituting personal data (Article 4(1) General Data Protection Regulation, GDPR) indicated in these Regulations, is Article 6(1)(b) and (f) GDPR with the principle of data minimization, appropriate and limited to what is necessary for the purposes for which they are processed, i.e. Article 5(1)(c) GDPR.

## Chapter VI Settlement of disputes involving Football Agents

### Article 14 Jurisdiction

1. **Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the Agents Chamber of the Football Tribunal has jurisdiction to determine disputes:**
  - a) **arising out of, or in connection with, a Representation Agreement with an international dimension (see art. 2 par. 2 of these Regulations);**
  - b) **where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and**
  - c) **where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined ex officio in each case.**

*(suspended)*
2. **The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.**

*(suspended)*
3. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the PZPN Football Court of Arbitration shall have jurisdiction to settle disputes:
  - a) arising out of, or in connection with, a Representation Agreement with a national dimension (see art. 2 par. 2 of these Regulations).
  - b) relating to a national transfer or a national transaction.

## Chapter VII Disciplinary matters

### Article 15 Competence and enforcement

1. **The FIFA Disciplinary Committee and, where relevant, the FIFA Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates FIFA FAR, the FIFA Statutes or any other FIFA regulations, in accordance with these Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding:**
  - a) **any conduct connected to a Representation Agreement with an international dimension, or;**
  - b) **any conduct connected to an international transfer or international Transaction.**

*(suspended)*

- 2. The FIFA General Secretariat shall monitor compliance with FIFA FAR. In particular:**
- a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA General Secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.**
  - b) Electronic notifications through the FIFA Agent Platform or TMS or sent by email to the address provided on the FIFA Agent Platform or TMS shall be deemed sufficient.**
  - c) Upon verification, the FIFA General Secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Regulations.**
  - d) Following an investigation, the FIFA General Secretariat may refer cases of ethical misconduct in relation to FIFA FAR to the independent FIFA Ethics Committee in accordance with the FIFA Code of Ethics.**
- (suspended)**
3. The Disciplinary Committee of the PZPN and the Supreme Appeal Committee of the PZPN shall have the power to impose sanctions on any Football Agent or Client who violates these Regulations, the Statutes of the PZPN or any other regulations of the PZPN. The PZPN shall have jurisdiction over:
- a) any action relating to a Representation Agreement with a national dimension; or
  - b) any action relating to a national transfer or national transaction.
4. The Office of the Secretary General of the PZPN, the Spokesman for the Protection of Association's Legacy of the PZPN and the Disciplinary Spokesman of the PZPN will monitor compliance with these Regulations. In particular:
- a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests by the Office of the Secretary General, the Spokesman for the Protection of Association's Legacy of the PZPN or the Disciplinary Spokesman of the PZPN may lead to sanctions being imposed by the PZPN Disciplinary Committee or other competent entity. If requested by the Office of the Secretary General, the Spokesman for the Protection of Association's Legacy of the PZPN or the Disciplinary Spokesman of the PZPN, a document (or an excerpt) shall be provided in in Polish or English.
  - b) Electronic notifications through the PZPN Platform or extranet or sent by email to the address provided on the PZPN Platform or extranet shall be deemed sufficient.
  - c) Upon verification, the Spokesman for the Protection of Association's Legacy of the PZPN or Disciplinary Spokesman of the PZPN may refer cases of non-compliance with these Regulations to the PZPN Disciplinary Committee in accordance with the PZPN Disciplinary Regulations.
  - d) Following an investigation, the Ethics Spokesman of the PZPN, Spokesman for the Protection of Association's Legacy of the PZPN or Disciplinary Spokesman of the PZPN may refer cases of ethical misconduct in relation to these Regulations to the PZPN Disciplinary Committee in accordance with the PZPN Code of Ethics.

## Chapter VIII Final provisions

### Article 16 Transitory provisions

1. Representation Agreements in force at the time of the adoption of these Regulations to which the PZPN transaction intermediary and the Client were parties and which are due to expire on or after 1 October 2023, notwithstanding those agreements that do not meet the minimum requirements provided for in article 6 paragraph 7, shall remain valid until their expiry date, but may not be renewed and extended after the effective date of these Regulations.
2. Agreements that do not comply with the minimum requirements provided for in article 6 paragraph 7, if they are not changed before 1 October 2023 to comply with the minimum requirements, shall cease to apply on 1 October 2023.
3. Any Representation Agreements concluded after the approval of these Regulations shall be in compliance with these Regulations as from 1 October 2023.
4. PZPN transaction intermediaries who do not obtain a FIFA Licence are not entitled to perform Football Agent Services from 1 October 2023.

### Article 17 Final provisions

1. These Regulations shall be adopted in Polish. If there are any discrepancies in the interpretation of the Regulations in Polish and its translation into any foreign language, the Polish text shall be authoritative.
2. These Regulations were adopted by the Management Board of PZPN on 8 of August 2023 and shall enter into force on 1 October 2023, subject to the provisions of article 16.
3. Any matters not provided for in these Regulations shall be determined by the Management Board of PZPN. Cases of force majeure affecting these Regulations shall be decided by the Management Board of PZPN.
4. The right to interpret this Resolution shall be vested in the Management Board of PZPN, and in cases pending before the competent bodies of the PZPN or the Football Arbitration Court of the PZPN – in these bodies and Football Arbitration Court of the PZPN, respectively.
5. As of 1 October 2023, Resolution No. III/42 of 27 March 2015 of the Management Board of the Polish Football Association on cooperation with transaction intermediaries shall be repealed.
6. **The provisions in italics, in accordance with Resolution No. 1/2024 of January 5, 2024 of the Unexpected Concerns Panel of the Polish Football Association on amending Resolution No. VII/116 of the Management Board of the Polish Football Association of August 8, 2023 regarding the FIFA Football Agent Regulations, have been suspended pending a final decision by the European Court of Justice in pending proceedings regarding the FIFA Football Agent Regulations.**

*Cezary Kulesza, President of the Polish Football Association*