

**FIFA®**



**REGULATIONS**

FIFA Football Agent  
FAQs

**VERSION 1.0 | MARCH 2023**



Fédération Internationale de Football Association

President: Gianni Infantino

Secretary General: Fatma Samoura

Address: FIFA

FIFA-Strasse 20

P.O. Box

8044 Zurich

Switzerland

Telephone: +41 (0)43 222 7777

Internet: FIFA.com

# **FIFA FOOTBALL AGENT REGULATIONS – FAQs**



# TABLE OF CONTENTS

<b>I. INTRODUCTION</b>	<b>8</b>
<b>II. GENERAL RULES</b>	<b>10</b>
2.1 Where can the definitions be found?	11
2.2 What is an “Interest” under the FFAR?	11
2.3 What is a Connected Football Agent?	11
2.4 What are Football Agent Services?	12
2.5 Are contracts between players and their member associations regarding team participation considered a Transaction?	13
2.6 What is the definition of “Other Services”?	13
2.7 Do Other Services fall within the scope of the FFAR?	14
<b>III. BECOMING A FOOTBALL AGENT</b>	<b>15</b>
3.1 Can an owner of a football club become a licensed Football Agent?	16
3.2 Can an employee or official of FIFA, a confederation, a club or member association become a licensed Football Agent?	16
3.3 Can an employee or official of an organisation which represents the interests of players become a licensed Football Agent?	17
3.4 Is there an educational requirement to become a Football Agent?	17
3.5 Are there any language requirements to become a Football Agent?	17
3.6 Does the requirement for a candidate/applicant to not have been the subject of a suspension by a sports body apply only to a suspension in the role as a Players’ Agent/intermediary or does it extend to when they were a player as well?	18
3.7 Can an individual convicted of a criminal charge connected with corruption in a court of first instance apply for a licence?	18
3.8 What steps must a sports agent licensed under a relevant national law take to have their licence recognised by FIFA as equivalent to a Football Agent licence?	18
3.9 How many times per year will the FIFA Football Agent exam take place?	19
3.10 Can a citizen of a foreign country pass the exam in an association of a different country?	19
3.11 What will be on the exam?	19
3.12 Will the exam include any questions related to the national football agent regulations of the member association hosting the exam?	20
3.13 Is the exam an open-book exam?	20



3.14	Is the exam going to be provided in all FIFA official languages?	20
3.15	Is the exam online?	20
3.16	How many times can the exam be attempted?	20
3.17	Are the platform and the exam going to be available in Arabic, German, Portuguese and/or Russian?	20
3.18	How many Football Agents can each member association license?	20
3.19	Does it matter in which territory an applicant sits their exam?	21
3.20	Can the annual licence fee to FIFA be paid in instalments?	21
3.21	Does a Football Agent have to take out professional liability insurance to obtain or hold a licence?	21
3.22	How many years is a Football Agent licence valid?	21
3.23	What is the procedure for an individual licensed as a players' agent prior to 1 April 2015 to obtain a Football Agent licence?	21
3.24	Does a candidate have to have been registered as an intermediary continuously between 1 April 2015 and the date the FFAR was approved to request an exemption from the exam?	22
3.25	What is the situation with intermediaries registered between 1 April 2015 and the date of the FFAR approval?	22
3.26	Can a Football Agent voluntarily suspend their licence?	23
3.27	What happens when a Football Agent licence is terminated?	23

#### **IV. ACTING AS A FOOTBALL AGENT** **24**

4.1	What are the ongoing requirements for a Football Agent to maintain their licence?	25
4.2	Can a Football Agent licence be transferred to another individual?	26
4.3	Does a Football Agent need to be registered at an MA to conduct Football Agent Services in that territory?	26
4.4	Can a Football Agent conduct their business through a company? If so, are there any limitations?	26
4.5	What duties can non-licensed employees of an agency carry out?	27
4.6	Can a Football Agent represent a minor?	27
4.7	Can a Football Agent represent amateur players and coaches?	28
4.8	Can a Football Agent represent Clients in loan transfers?	28
4.9	Can a Football Agent represent players or coaches in negotiations to terminate an employment agreement?	28
4.10	Can a Representation Agreement be terminated at any time?	28
4.11	What are the requirements for Representation Agreements to be valid?	29
4.12	Is it enough to have a clause in the Representation Agreement stating whether or not independent legal advice was sought?	29
4.13	Can a Football Agent approach a player or coach who is subject to an exclusive Representation Agreement with another Football Agent?	29



4.14 Can a Football Agent assign or subcontract any Football Agent Services?	29
4.15 What happens if a Football Agent interacts with their Client's coach?	29
4.16 How many Clients can a Football Agent represent in a single Transaction?	30
4.17 During a Transaction, can a Football Agent terminate the Representation Agreement with a player, then enter into another Representation Agreement with the releasing club and re-engage with that same player?	30
4.18 During a Transaction, while acting on behalf of a player and an engaging club, can a Football Agent be granted a mandate solely by the engaging club to transfer the player in the future?	31
4.19 Can a Football Agent provide Other Services to a Client?	31
4.20 What is the maximum service fee payable for the provision of Football Agent Services in a Transaction?	32
4.21 What amounts will be considered as a basis to calculate the service fee due to a Football Agent?	33
4.22 Who pays the service fee due to a Football Agent?	34
4.23 Are there any circumstances in which the service fee can be paid directly to a Football Agent?	34
4.24 Are there other restrictions concerning the payment of service fees to Football Agents?	35
4.25 Can service fees take the form of commissions/retainers/hourly/daily/fixed fees?	36
4.26 Are payments to Football Agents paid through the FIFA Clearing House?	37
4.27 Can a Football Agent provide Football Agent Services before entering into a Representation Agreement?	37
4.28 For how long can a Representation Agreement run?	37
4.29 What is the maximum term for a Representation Agreement between a club/MA/Single-Entity League and a Football Agent?	37
4.30 How are mandates between Football Agents regulated?	38
4.31 What are some examples of just cause to terminate a Representation Agreement?	38
4.32 What is the Football Agent's primary duty?	38
4.33 Can anyone check if an individual is licensed as a Football Agent?	38
4.34 What happens if a party violates an article of the FFAR?	38

## **V. DISCLOSURE AND PUBLICATION** **39**

5.1 Who has access to the Agent Platform?	40
5.2 What are a Football Agent's reporting requirements?	40
5.3 Do "domestic" Transactions have to be reported in the Platform?	41



5.4	What data relating to Football Agents will be published?	41
5.5	Will member associations have access to Representation Agreements?	42
<b>VI.</b>	<b>DISPUTES</b>	<b>43</b>
6.1	What is the competence and jurisdiction of the Football Tribunal?	44
<b>VII.</b>	<b>DISCIPLINARY MATTERS</b>	<b>45</b>
7.1	How can someone report a violation of the FFAR?	46
7.2	When do the FIFA judicial bodies have competence and jurisdiction to sanction violations of the FFAR?	46
7.3	What types of sanctions may be issued?	46
7.4	What ongoing licensing requirements must a Football Agent comply with?	47
7.5	What happens if an Intermediary does not become a Football Agent and continues operating without a licence?	47
<b>VIII.</b>	<b>FINAL PROVISIONS</b>	<b>48</b>
8.1	What is the scope of national football agent regulations?	49
8.2	How can a member association implement their national football agent regulations?	49
8.3	I am currently an Intermediary registered with a member association. Can I still provide Football Agent Services after 1 January 2023?	49
8.4	I am currently an Intermediary registered with a member association. Am I entitled to receive fees from previous or existing representation agreements entered into with my Client prior to the entry into force of the FFAR?	50
8.5	How does the transition period established by article 22 of the FFAR work in practice?	50
8.6	Is a Representation Agreement which covers a Transaction between 16 December 2022 and 1 October 2023 affected by the FFAR?	52
8.7	Will existing representation agreements be able to continue beyond 1 October 2023 if the Intermediary has not been licensed as a Football Agent by FIFA?	52
8.8	If a registered intermediary fails to obtain a licence when the FFAR come into force, what would the consequences be for their pre-existing representation agreements?	53
8.9	What happens if an applicant cannot prove the existence of their FIFA Players' Agent licence and/or related intermediary activity?	53
<b>IX.</b>	<b>FOOTBALL AGENT WORKING GROUP</b>	<b>54</b>
9.1	What is the Football Agent Working Group?	55



# INTRODUCTION





This document contains various questions and answers (“**FAQs**”) in relation to the FIFA Football Agent Regulations (“**FFAR**”) and is intended to be used as source of additional guidance and information for FIFA member associations, FIFA stakeholders (such as players, clubs, coaches and leagues) and Football Agents.

As a living document, it is designed to be continuously updated by the Agents Department to reflect the questions raised in the context of the latest FFAR edition. It shall therefore use terms and definitions from it, unless stated otherwise.

This document does not form a part of the FFAR, is subject to the terms of the FFAR, and, in the event of any conflict with the FFAR, the FFAR shall take precedence. All capitalised terms refer to definitions found in the FFAR or other FIFA regulations.

Finally, the document presents the FIFA administration’s views concerning the interpretation and application of various provisions of the FFAR. Please note that the FIFA Tribunal or the relevant FIFA judicial bodies may take different views on those provisions.



# GENERAL RULES



## 2.1 Where can the definitions be found?

The FFAR contain a list of definitions at the beginning, as well as applying definitions from the FIFA Statutes and FIFA Regulations on the Status and Transfer of Players. The terms defined in those regulations should be regularly checked and cross-referenced with the FFAR.

## 2.2 What is an “Interest” under the FFAR?

The term “Interest” is used on various occasions in the FFAR, in particular in relation to the question of who may, or may not, hold an interest in a club, academy, league, Single-Entity League or in the affairs of a Football Agent or Agency.

An Interest is defined as:

- 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.

The term has been defined to prevent conflicts of interest occurring where a Football Agent owns (or part owns) or controls a relevant legal person (e.g. a football agency, club, academy or company involved in sports betting). It should be read in conjunction with article 5 paragraphs 1 (a) (v) and 1 (d) (i), article 11 paragraph 4 and article 18 paragraph 2 (f) and (i).

At the same time, a Football Agent that is a member of a club in a member-owned club is not considered to hold an Interest in that club.

## 2.3 What is a Connected Football Agent?

Whether a Football Agent is a Connected Football Agent determines, among other things, whether they can participate in the same Transaction.

A Connected Football Agent is any Football Agent that is connected to another Football Agent as a result of:

- 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; or
- 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

This definition exists to prevent conflicts of interest. It should be read in conjunction with article 12 paragraph 10 and article 15 paragraph 3.

**Examples:**

- *Football Agent A and Football Agent B work in the same Agency. Under the above definition, both are considered Connected Football Agents. Football Agent A acts on behalf of a releasing club in a Transaction. Football Agent B is not allowed to act on behalf of any other party in that same Transaction as per article 12 paragraph 10 of the FFAR.*
- *Football Agent A and Football Agent B cooperated twice by acting together on behalf of two players by negotiating their employment contracts. Under the above definition, both are considered Connected Football Agents. However, they may still provide Football Agent Services together in a future transaction on behalf of a player and the engaging club, provided that prior explicit written consent is given by both Clients (permitted dual representation). It basically means that two different Connected Football Agents (A and B) can act for the Individual and the Engaging Entity*

## 2.4 What are Football Agent Services?

Football Agent Services are football-related services performed for or on behalf of a Client, including any negotiation, communication relating to such negotiation or prior to such negotiation, or other related activity, with the purpose, objective and/or intention of concluding a Transaction.

In effect, this means any action to facilitate or effect:

- i. the employment, registration or deregistration of a player with a club or a Single-Entity League;
- ii. the employment of a coach with a club, Single-Entity League or a member association;
- iii. the transfer of the registration of a player from one club to another; and/or
- iv. the creation, termination or variation of an Individual's terms of employment.



**Examples (non-exhaustive list):**

- *Providing advice on, and assistance with, the negotiation and conclusion of transfer and employment contracts (e.g. remuneration, release clauses, payment structures, bonuses, benefits)*
- *Finding a job placement for a player/coach*
- *Facilitating transfers of players between clubs*
- *Facilitating the movement of coaches between clubs and/or member associations*
- *Acting as an intermediary to maintain a good relationship between a club and a player/coach*
- *Acting as an intermediary between clubs in relation to a Transaction*
- *Organising and facilitating a trial*
- *Performing any communication relating to a transfer/employment of a player/coach*
- *Representing Clients at meetings*
- *Introducing players/coaches to clubs/member associations/Single-Entity Leagues (or vice versa) with a view to a Transaction*
- *Discussing the terms of possible deals with Clients*
- *Facilitating a Transaction by discussing the availability of a player/coach with a club*
- *Making arrangements for clubs to meet with players/coaches or other clubs*

**2.5 Are contracts between players and their member associations regarding team participation considered a Transaction?**

No. Since participation contracts are not included in the definition of “Transaction” in the FFAR and are not connected with the international transfer system, they are not considered agreements that do not fall under Football Agent Services.

**2.6 What is the definition of “Other Services”?**

Other Services are 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.

**Examples (non-exhaustive list):**

- *Making arrangements to satisfy players/coaches' basic needs, including housing, transportation, medical services, insurance, administration and schooling for children*



- *Assisting with off-field duties directly related to the players' profession and status (e.g. public relations, fan liaison services and social media management)*
- *Negotiating, reviewing or otherwise assisting with other agreements (e.g. image rights, sponsorships, advertisements and endorsements)*
- *Providing financial, fiscal and/or legal advice*
- *Identifying, monitoring and assessing players/coaches for clubs/member associations (e.g. scouting)*

**Example:**

- *A Football Agent identifying a player for a club qualifies as Other Services. However, if that same Football Agent, after identifying the player, is involved in facilitating or negotiating the player's transfer, then those services are considered Football Agent Services.*

## 2.7 Do Other Services fall within the scope of the FFAR?

No. Other Services do not fall within the scope of the FFAR in the sense that FIFA does not regulate their conduct. However, Other Services do fall within the scope of the FFAR if they are used to circumvent or manipulate the service fee cap on Football Agents (e.g. through inflated invoicing to mask a service fee paid for Football Agent Services that would otherwise be higher than the relevant service fee cap). In addition, there are also reporting obligations connected to providing Other Services (cf. art. 16 par. 2 (j) (ii) and par. 4 and art. 18 par. (1) (f) (iii)).



# BECOMING A FOOTBALL AGENT



### 3.1 Can an owner of a football club become a licensed Football Agent?

No. An owner of a club may not obtain a licence to act as a Football Agent (cf. art. 11 par. 4 (b)).

An applicant to hold a licence (or a licence holder) may not be an official or employee of a club, nor is an applicant to hold a licence (or a licence holder) able to hold any Interest in a club. Regarding holding an Interest in a club, the prohibition applies regardless of whether the applicant to hold a licence (or the licence holder) owns a small or large percentage of the club.

However, there is no prohibition if an applicant (or a licence holder) holds “an ordinary and freely accessible non-transferrable personal membership entitling its owner to a single vote in club affairs”.

#### Examples:

- John Smith holds 5% of the available shares in City FC. He is not eligible to apply for a licence.
- John Smith is a licensed Football Agent, and he purchases a fourth-division club affiliated to the football association in his country. He is no longer eligible to hold a licence and must immediately terminate or suspend his licence in accordance with the FFAR.
- City FC is a club established as an association. Its members are natural persons who purchase a membership on an annual basis. In exchange for their purchase, members are entitled to vote at the club general meeting with a single personal and non-transferable vote. John Smith is an ordinary member of City FC and may hold a Football Agent licence.

### 3.2 Can an employee or official of FIFA, a confederation, a club or member association become a licensed Football Agent?

No. An employee (including a player or coach) or official of a club or association may not obtain a licence to act as a Football Agent.

The only exception is where an applicant (or a licence holder) has been “appointed or elected to a body of FIFA, a confederation or member association, representing the interests of Football Agents”.

#### Examples:

- *John Smith is the Chief Executive Officer of City FC. He is not eligible to apply for a licence.*





- *John Smith is a licensed Football Agent and is subsequently appointed as the Sporting Director of City FC. He is no longer eligible to hold a licence and must immediately terminate or suspend his licence in accordance with the FFAR.*
- *John Smith is a licensed Football Agent and President of the World Football Agents Association. As a result of his position, a confederation offers him the opportunity to join its Football Stakeholders Committee. Despite being an official of the confederation, John Smith remains eligible to hold his licence, as his appointment as an official of the confederation is to represent the interests of Football Agents.*

### 3.3 Can an employee or official of an organisation which represents the interests of players become a licensed Football Agent?

Yes. There is no eligibility barrier to an individual employed by or an official of an organisation which represents the interests of players obtaining a licence to act as a Football Agent.

#### Example:

- *Jenny Smith is a Player Liaison Officer at Country A's Players Association. She is eligible to become licensed as a Football Agent.*

### 3.4 Is there an educational requirement to become a Football Agent?

No. There are no educational or professional requirements to become a Football Agent.

### 3.5 Are there any language requirements to become a Football Agent?

No. There are no language requirements to become a Football Agent.

From a practical standpoint, Football Agents need to have sufficient knowledge of either English, French or Spanish so that they can obtain their licence through the Platform and regularly comply with the continuing professional development set out in the FFAR and relevant circular.

### 3.6 Does the requirement for a candidate/applicant to not have been the subject of a suspension by a sports body apply only to a suspension in the role as a Players' Agent/intermediary or does it extend to when they were a player as well?

The candidate's/applicant's role at the time of their suspension by a sports body is irrelevant. The requirement established in the FFAR is that the candidate/applicant should not have been suspended for two or more years, disqualified or struck off by any regulatory authority or sports governing body for failing to comply with the rules relating to ethics and professional conduct. In other words, the conduct and sanction itself are relevant, not the role at the time of the suspension.

#### Example:

- *Vincent, an ex-football player of Strikers FC, was banned for life from taking part in any sports-related activity by Blue Football Association for breaching its Code of Conduct. Therefore, Vincent fails to satisfy the eligibility requirements established in the FFAR and thus may not apply to become a Football Agent.*

### 3.7 Can an individual convicted of a criminal charge connected with corruption in a court of first instance apply for a licence?

No. If a court of first instance convicts an individual of one of the criminal charges established in the FFAR, the individual may not apply for a licence. FIFA may request the disclosure of the criminal record of a relevant candidate/applicant to prove that they meet the eligibility requirements.

### 3.8 What steps must a sports agent licensed under a relevant national law take to have their licence recognised by FIFA as equivalent to a Football Agent licence?

Article 24 of the FFAR governs this scenario.

As a first step, the national licensing system established by the relevant national law must be recognised by FIFA. If the relevant member association has successfully completed the process for its national licensing system to be recognised by FIFA, sports agents licensed under such systems are exempt from the requirement to pass the FIFA exam for the Football Agent licence.

Notwithstanding this, in order to obtain the equivalency, such individuals must:

- submit a special Football Agent licence application in the FIFA Agent Platform via the "National Law Path";



- ii. provide proof that they are licensed to perform Football Agent Services in accordance with the relevant national laws in the relevant country or territory before the entry into force of the FFAR;
- iii. comply with the FFAR eligibility requirements for Football Agents; and
- iv. pay the annual licence fee to FIFA in accordance with article 7.

Such applications will be reviewed by the relevant MAs and FIFA. Upon a successful review, the applicant's national sports agent licence will be deemed equivalent to a Football Agent licence pursuant to the FFAR, and they will be subject to the same rights and obligations as all Football Agents (except in terms of the requirements regarding continuing professional development for a period of five years).

### 3.9 How many times per year will the FIFA Football Agent exam take place?

In the first implementation phase of the FFAR, FIFA will hold up to two FIFA Football Agent exams per year. After the first few years of its implementation, the number of exams will be reduced to one per year. Please check the relevant FIFA circular for more information on when the exams will be held.

### 3.10 Can a citizen of a foreign country pass the exam in an association of a different country?

Yes. Applications are open to everyone regardless of their citizenship and domicile. It does not matter where the exam is sat, as the questions and languages are the same and there will be no indication in the Football Agent Directory of where it was passed. Nevertheless, FIFA is not responsible for any requirements that a candidate needs to fulfil in order to enter the relevant territory.

### 3.11 What will be on the exam?

The exam will be based on FIFA regulations and separate study materials published for each exam.

The exam can be sat in English, French or Spanish (the confirmed candidate is free to choose the language) and will consist of 20 questions. Each confirmed candidate must select one or more answers for each multiple-choice question.

More information is provided in the study materials available on the platform.

### **3.12 Will the exam include any questions related to the national football agent regulations of the member association hosting the exam?**

No. The exam will be based on the FIFA regulations and the questions will be provided by FIFA. There will be no additional questions related to any national football agent regulations to ensure that the exam is the same in all member associations.

### **3.13 Is the exam an open-book exam?**

Yes. The FIFA Football Agent exam is an open-book exam. All confirmed candidates will be allowed to use the relevant study materials on their laptops. All study materials will be available on the FIFA Agent Platform and may be used during the exam.

### **3.14 Is the exam going to be provided in all FIFA official languages?**

The FIFA Football Agent exam will be available in English, French and Spanish. During the exam, each confirmed candidate can select their preferred language regardless of their location.

### **3.15 Is the exam online?**

The exam will be held entirely online and will be physically hosted by member associations. Each approved candidate will have to bring their own laptop (and an internet hotspot if mentioned in the platform) to take the exam at the relevant association in a group setting.

### **3.16 How many times can the exam be attempted?**

The exam can be attempted an unlimited number of times. However, if a candidate fails the first attempt, they nevertheless have to resubmit a new licence application every time.

### **3.17 Are the platform and the exam going to be available in Arabic, German, Portuguese and/or Russian?**

No. The Agent platform will be available only in English, Spanish and French.

### **3.18 How many Football Agents can each member association license?**

FIFA will be licensing all Football Agents. Member associations will not issue any licences and they will only be a part of the licensing procedure insofar as they will be hosting the exam or reviewing applications from candidates applying for an exemption from it. Therefore, each member association can receive an unlimited number of applications of any type.



### 3.19 Does it matter in which territory an applicant sits their exam?

No. The territory where a Football Agent sits their exam to become licensed is irrelevant; a successful applicant will be licensed by FIFA, and not the relevant member association. The territory in which the exam was taken will not be relevant for any dispute resolution or disciplinary matters and will not be listed on the Agent Platform.

### 3.20 Can the annual licence fee to FIFA be paid in instalments?

No. The annual licence fee (USD 600) must be paid as a lump sum via the secure online payment system integrated into the Agent Platform. All major debit and credit card providers are accepted.

### 3.21 Does a Football Agent have to take out professional liability insurance to obtain or hold a licence?

No. A Football Agent does not need to have professional liability insurance to obtain or hold a licence. However, Football Agents are encouraged to take out insurance, and any insurance coverage is their responsibility.

### 3.22 How many years is a Football Agent licence valid?

The licence will be granted for an indefinite period, subject to ongoing compliance with eligibility requirements, the payment of the licence fee, reporting obligations and obtaining a sufficient number of continuing professional development credits. The licence fee has to be paid annually by 30 September every year.

### 3.23 What is the procedure for an individual licensed as a players' agent prior to 1 April 2015 to obtain a Football Agent licence?

A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions) is exempt from the requirement to pass the FIFA exam provided that:

- i. they submit an application for a licence on the FIFA Agent Platform by 30 September 2023;
- ii. they provide proof that they were licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions);
- iii. upon application, they comply with the eligibility requirements in article 5 of the FFAR;
- iv. as part of their application, they provide proof that they were registered as an intermediary, or were the owner, director, or employee of a legal person registered as an intermediary at a member association between 1 April 2015 and the date of the approval of the FFAR; and



- v. after being confirmed as exempt from the exam by the FIFA general secretariat, they comply with article 7 of the FFAR.

A former licensed agent that follows this process and meets the relevant conditions will be issued a licence. They will then be subject to the ongoing licensing requirements in the FFAR, with the exception that they will be required to earn a certain number of credits per continuing professional development calendar year for five years, as set out in the annual circular.

### **3.24 Does a candidate have to have been registered as an intermediary continuously between 1 April 2015 and the date the FFAR was approved to request an exemption from the exam?**

No. Candidates will have to provide evidence of only one intermediary registration (e.g. one transaction in accordance the relevant national intermediary regulations of any member association) between 1 April 2015 and the approval date of the FFAR. They do not have to prove continuous intermediary activity.

### **3.25 What is the situation with intermediaries registered between 1 April 2015 and the date of the FFAR approval?**

Intermediaries currently registered with member associations will have to become licensed as Football Agents during the nine-month transition period (from 9 January 2023 to 30 September 2023), if they wish to continue working as a Football Agent and providing Football Agent Services after the implementation date, i.e. the date after the FFAR fully come into force, namely 1 October 2023. During this period, they will have two chances to attempt to pass the exam but can continue to operate as intermediaries during the transition period.

This means that, during the transition period, member associations will be both registering intermediaries in accordance with the FIFA Regulations on Working with Intermediaries and taking part in the FFAR licensing process of Football Agents, which will replace the registration of intermediaries on 1 October 2023. A Football Agent licence does not replace an intermediary registration during this transition period.

After 1 October 2023 (the date when the FFAR fully come into force), the role of an intermediary will no longer exist. Intermediaries should follow the licensing procedure and take the exam or apply for a licence through the National Law Path.



### 3.26 Can a Football Agent voluntarily suspend their licence?

Yes. A Football Agent may request a temporary suspension of their licence at any point (cf. art. 10 of the FFAR).

Such temporary suspension is not subject to a maximum duration and can be requested for a justified reason, such as personal or medical reasons or a sabbatical. During the suspended period, such individuals can no longer act as Football Agents in any capacity.

### 3.27 What happens when a Football Agent licence is terminated?

A Football Agent licence can be terminated for two reasons: (i) voluntarily by an individual (e.g. because they wish to cease their role as a Football Agent); or (ii) by FIFA decision for regulatory reasons.

An individual that has voluntarily terminated their licence may, if they meet the eligibility criteria, reapply for a licence at a later date by completing the full application process.

#### **Example:**

*John Smith is a licensed Football Agent and is subsequently appointed as the Sporting Director of City FC. He is no longer eligible to hold a licence and immediately terminates his licence within the FIFA Agent Platform. After three years in his position, he resigns from his role and decides that he wishes to become a Football Agent again. He must subsequently undertake the application process in full.*

ACTING AS A  
FOOTBALL AGENT

IV.



#### 4.1 What are the ongoing requirements for a Football Agent to maintain their licence?

To be eligible to maintain their licence, a Football Agent must:

- i. have made no false or misleading or incomplete statements in their licensing application;
- ii. not be convicted of a criminal charge (including any related settlements) regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation or child or vulnerable young adult trafficking;
- iii. never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct;
- iv. not be an official or employee of FIFA, a confederation, a member association, a league, a club, a body that represents the interests of clubs or leagues or any organisation connected directly or indirectly with such organisations and entities; the only exception is where an applicant has been appointed or elected to a body of FIFA, a confederation, or member association, representing the interests of Football Agents;
- v. not hold, either personally or through their Agency, any interest in a club, academy or league;
- vi. in the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;
- vii. in the five years before the submission of a licence application (and subsequently thereafter, including after being granted a licence) not be declared or been declared personally bankrupt or been a majority shareholder, director or key office holder of a business that has declared bankruptcy, entered administration and/or undergone liquidation;
- viii. in the 12 months before the submission of a licence application (and subsequently thereafter, including after being granted a licence) not hold any interest in any entity, company or organisation that brokers, arranges or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event in order to win money.

On an annual basis, a Football Agent must also:

- i. pay the annual licence fee to FIFA;
- ii. comply with their reporting obligations; and
- iii. comply with the continuing professional development requirements.



#### **4.2 Can a Football Agent licence be transferred to another individual?**

No. A Football Agent licence is non-transferrable.

#### **4.3 Does a Football Agent need to be registered at an MA to conduct Football Agent Services in that territory?**

No. An individual licensed as a Football Agent is permitted to freely perform Football Agent Services around the world, unless the national law within a certain territory imposes additional conditions relating to registration. However, a member association may require that Football Agents agree to be bound by the national football agent regulations or any other regulations related to the services provided by Football Agents before being able to operate as Football Agents in their territory.

#### **4.4 Can a Football Agent conduct their business through a company? If so, are there any limitations?**

Yes. A Football Agent may conduct their business affairs through an Agency.

An Agency is defined as 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.

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. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives that would violate these Regulations.

The following natural or legal persons may not have an Interest in any affairs of an Agency:

- i. Clients;
- ii. any person who is ineligible to become a Football Agent;
- iii. 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 Regulations on the Status and Transfer of Players.

A Representation Agreement may be executed between an Agency and a Client provided that the Agency is represented by a Football Agent and such agreement is signed by said Football Agent. Thus, the Agency will have legal standing to sue if those requirements are met.



#### 4.5 What duties can non-licensed employees of an agency carry out?

Although the FFAR does not specify what duties the non-licensed employees may carry out, they may essentially perform administrative tasks. The following is a non-exhaustive list of activities that would be considered administrative in nature:

- i. Providing normal secretarial support to a Football Agent in the production of documents/letters (whether in relation to a Transaction or not)
- ii. Arranging meetings between Football Agents and Clients (where there is no fee sought or paid for the service)
- iii. Assisting with the practical arrangements for the relocation of a Player or Coach (i.e. not the contractual or financial arrangements)

#### 4.6 Can a Football Agent represent a minor?

Yes, subject to certain conditions.

A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor must first successfully complete the designated continuing professional development (CPD) course on minors in the Agent Platform.

In addition, the Football Agent must take into account the following:

- i. They must comply with national law in the country or territory of the member association where the minor will be employed, especially regarding requirements relating to the representation of minors and making Approaches.
- ii. They may only make an Approach no more than six months before the minor reaches the age where they may sign their first professional contract.
- iii. Any Approach may only be made after the Football Agent has obtained prior written consent from the minor's legal guardian.

Further, a Representation Agreement between a Football Agent and a minor shall only be enforceable where:

- i. the Representation Agreement meets the minimum requirements provided in article 12 paragraph 7;
- ii. the Football Agent has complied with the above-mentioned requirements (i.e. CPD course and paragraphs (i), (ii) and (iii)); and
- iii. the Representation Agreement is signed by the minor and their legal guardian as established by the law applicable in the country or territory of the member association where the minor will be employed.



Since national football agent regulations may introduce stricter measures than the FFAR, a Football Agent needs to be aware of any regulations that impose additional requirements to operate in the member association's territory (e.g. Disclosure and Barring Service check) or completely forbid the representation of minors.

#### **4.7 Can a Football Agent represent amateur players and coaches?**

Yes. A Football Agent may represent amateur players and/or amateur coaches.

However, since such individuals do not receive remuneration, no service fee can be calculated and therefore paid to the Football Agent for the Football Agent Services provided in such Transactions.

Stipends and similar benefits registered amateur players and coaches may receive, such as small grants and/or refunds for transportation, meals and sports equipment, cannot be used in any calculation and subsequent payment of a service fee.

#### **4.8 Can a Football Agent represent Clients in loan transfers?**

Yes. A loan transfer is simply a type of Transaction. The transfer of a player's registration can either be temporary or permanent.

#### **4.9 Can a Football Agent represent players or coaches in negotiations to terminate an employment agreement?**

Yes. A settlement payment negotiated on behalf of a player or coach in the context of the termination of an employment agreement is considered Remuneration; the service fee must be calculated accordingly.

#### **4.10 Can a Representation Agreement be terminated at any time?**

Yes, regardless of whether the party has just cause to terminate or not. However, 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:

- i. the withdrawal or suspension of a Football Agent licence;
- ii. a ban on taking part in any football-related activity;
- iii. a ban on registering new players, either nationally or internationally, for at least one entire registration period.



#### 4.11 What are the requirements for Representation Agreements to be valid?

Article 12 paragraph 7 of the FFAR sets out that a Representation Agreement is valid only if it contains the following minimum requirements:

- i. the names of the parties;
- ii. the duration (if applicable);
- iii. the amount of the service fee due to the Football Agent;
- iv. the nature of the Football Agent Services to be provided; and
- v. the parties' signatures.

#### 4.12 Is it enough to have a clause in the Representation Agreement stating whether or not independent legal advice was sought?

A separate, written document must be drawn up concerning whether or not the player or coach sought independent legal advice prior to entering into a Representation Agreement.

#### 4.13 Can a Football Agent approach a player or coach who is subject to an exclusive Representation Agreement with another Football Agent?

No. A Football Agent may not make an Approach to an Individual who is subject to an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

#### 4.14 Can a Football Agent assign or subcontract any Football Agent Services?

Yes. They can, provided that the Football Agent Services are assigned to a Football Agent and informed consent from their Client has been obtained. This consent must be given at the time that the assignment or sub-contracting takes place.

#### 4.15 What happens if a Football Agent interacts with their Client's coach?

Article 16 paragraph 3 (b) of the FFAR establishes that a Football Agent is not allowed to offer or pay any undue personal, pecuniary or other advantage to any official or employee of a club, member association or Single-Entity League. This includes, *inter alia*, any attempt to influence a coach to select a certain player or any attempt to influence a sporting director or coach to sign a certain player. In such circumstances, the Football Agent may be subject to disciplinary sanction, potentially resulting in the withdrawal of their licence by FIFA.



#### 4.16 How many Clients can a Football Agent represent in a single Transaction?

One of the main objectives of the FFAR includes “[l]imiting conflicts of interest to protect Clients from unethical conduct” (cf. art. 1 par. 2 (c) of the FFAR).

In that sense, the general principle is that a Football Agent may only perform Football Agent Services on behalf of one party in a Transaction, subject to the sole exception under which a Football Agent may perform Football Agent Services and other services for an Individual and Engaging Entity in the same Transaction, i.e. dual representation (cf. art. 12 par. 8 of the FFAR).

By way of example, if a Football Agent wishes to provide Football Agent Services through dual representation to both an Engaging Entity and an Individual in the same Transaction, they may only do so if both of their Clients have given prior explicit written consent. If they have, the Engaging Entity may pay up to 50% of the total service fee due to the Football Agent.

This means that a Football Agent may not perform Football Agent Services or Other Services in the same Transaction for:

- i. a Releasing Entity and Individual; or
- ii. a Releasing Entity and Engaging Entity; or
- iii. all parties (Releasing Entity, Engaging Entity and Individual).

To illustrate, if a Football Agent is performing Football Agent Services or Other Services in a Transaction for a Releasing Entity, they may not perform any of those services for any of the other parties to that Transaction (Engaging Entity or Individual).

#### 4.17 During a Transaction, can a Football Agent terminate the Representation Agreement with a player, then enter into another Representation Agreement with the releasing club and re-engage with that same player?

This is called “switching”. It is where a Football Agent represents a player but then switches to act for a club in the same Transaction, in this case the releasing club. Each case is different, but it is very likely that it would fall under article 16 paragraph 2 (c) of the FFAR, which prohibits conflicts of interest, and/or article 18 paragraph 2 (d) of the FFAR, which prohibits clubs from interfering in, or influencing, the freedom of an Individual to select a Football Agent. Therefore, switching could lead to an investigation and, possibly, sanctions.



#### 4.18 During a Transaction, while acting on behalf of a player and an engaging club, can a Football Agent be granted a mandate solely by the engaging club to transfer the player in the future?

The general principle is that a Football Agent may only perform Football Agent Services on behalf of one party in a Transaction, subject to the sole exception under which a Football Agent may perform Football Agent Services and Other Services for an Individual and Engaging Entity in the same Transaction, i.e. dual representation.

In the situation described above and depending on the circumstances of the case, there would likely be a high risk that a Football Agent has a conflict of interest. This risk is triggered, notably, if a Football Agent represents an Individual in a Transaction to be transferred to an engaging club, and then simultaneously (or shortly after) enters into an agreement with that same engaging club for a potential onwards transfer of that same Individual. This situation may give rise to a conflict of interest, as the Football Agent hopes to obtain a good deal from the engaging club (i.e. the future releasing club) for the onwards service fee, instead of the Football Agent exclusively focusing on a good deal for the player while bringing them to the club. In a nutshell, the future transfer may affect the Football Agent's incentives during the earlier Transaction. Thus, this type of situation would be potentially subject to investigation.

#### 4.19 Can a Football Agent provide Other Services to a Client?

Yes. In principle, a Football Agent can provide Other Services to their Client. However, as the term implies, Other Services do not represent the core activity of a Football Agent and they should be secondary to the Football Agent Service.

In that sense, FIFA shall pay special attention to such agreements between parties in order to establish whether or not they are deliberately used by the parties involved to circumvent the FFAR principles on Football Agent Remuneration. According to article 15 paragraph 4 of the FFAR, any payment for Other Services made by a Client to a Football Agent in the 24 months prior to or following a Transaction shall be deemed part of the service fee paid to the Football Agent for that Transaction, unless proven to the contrary.

According to article 12 paragraph 8 of the FFAR, Football Agent Services and Other Services can only be provided in the same Transaction to a single Client. The only exception is that they can be performed in a dual-representation situation involving an Individual and an Engaging Entity. It should be noted that if that is the case, explicit written consent must be given by both the Clients. Hence, according to article 12 paragraph 9 of the FFAR, it is not possible to provide a combination of Football Agent Services and Other Services to other combinations of Clients.



#### 4.20 What is 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, the maximum service fee payable for the provision of Football Agent Services in a Transaction is:

Client	Service fee cap	
	Individual's annual Remuneration less than or equal to USD 200,000 (or equivalent)	Individual's annual Remuneration above USD 200,000 (or equivalent)
Individual	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity and Individual (permitted dual representation)	10% of the Individual's Remuneration	6% of the Individual's Remuneration
Releasing Entity (transfer compensation)	10% of the transfer compensation	

If an Individual's Remuneration (excluding any conditional payments) is above USD 200,000 (or the equivalent in another currency), the annual excess above that amount will be subject to a service fee cap of 3% if the Football Agent is representing an Individual or an Engaging Entity. It will be 6% if they are representing both an Engaging Entity and an Individual (permitted dual representation). The calculation to determine the relevant service fee cap of the Individual's Remuneration does not include any conditional payments.

The calculation of the transfer compensation must not include any amount paid as compensation for breach of contract (pursuant to article 17 or Annexe 2 of the Regulations on the Status and Transfer of Players) and/or any sell-on fee. However, any other conditional payments that are not sell-on fees (e.g. loyalty or performance bonuses) may be included in the calculation of the transfer compensation.





**Example:**

*In a transfer of Player D from Club A (the releasing club) to Club B (the engaging club), Club B pays USD 1,000,000 as transfer compensation, with a sell-on fee of 20% in favour of Club A. A Football Agent representing Club A is entitled to a maximum service fee of USD 100,000 (no service fee goes to the Football Agent connected with the sell-on fee).*

*In the same transfer, Player D will receive a fixed Remuneration of USD 1,000,000 under a one-year employment contract, with conditional payments of USD 500,000. Player D had a Football Agent representing them in that transfer. In this case, the first step is to calculate the effective commission rate for that year. Here, 3.40% would apply for the year (5% of USD 200,000 + 3% of USD 800,000 = 3.4% of USD 1,000,000). Thus, the Football Agent would be entitled to a maximum service fee of USD 34,000 per year. Any future conditional payments connected with that year will be subject to the same effective commission rate calculated for that year.*

The formula below may help the parties involved to calculate the effective commission applicable in each Transaction:

[Effective commission rate.xlsx](#)

The effective commission rate will be applicable for the relevant year as per the example above.

#### **4.21 What amounts will be considered as a basis to calculate the service fee due to a Football Agent?**

Acting on behalf of the player/coach or Engaging Entity

If a Football Agent is performing Football Agent Services for a player, coach or Engaging Entity, the player's or coach's Remuneration is used as the basis to calculate the service fee due to a Football Agent for their services.

The Remuneration includes, as per the definition in the FFAR, gross financial compensation (not only fiat money but also cryptocurrencies) 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).

It should be noted that the definition does not include: any future transfer compensation (e.g. sell-on fees), any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, or image rights.



### Acting on behalf of the Releasing Entity

If a Football Agent is performing Football Agent Services for a Releasing Entity, the basis to calculate the service fee due to a Football Agent for their services is the transfer compensation that is defined in the FIFA Regulations on the Status and Transfer of Players (RSTP). In any case, the transfer compensation may not include any amount paid as compensation for breach of contract, pursuant to article 17 or Annexe 2 of the RSTP, and/or any sell-on fee.

## 4.22 Who pays the service fee due to a Football Agent?

The FFAR establishes the “Client pays principle” (cf. art. 14). In short, only the Client that has engaged a Football Agent to provide Football Agent Services pays the service fee for the work undertaken. That means that if a Football Agent is representing, for example, a player or coach in their contract negotiation with a club, the player or coach must pay the applicable service fee. It is prohibited for the employer, e.g. a club, to pay the service fee on behalf of the player or coach.

### **Example:**

- *Ricardo is a Football Agent representing Sana, a professional player. Ricardo assisted her in signing an employment contract with Strikers FC. Every quarter, he sends her an invoice to pay him the service fee for the negotiated contract as per the Representation Agreement. Sana checks the invoice and pays the service fee from her own account.*
- *AFC Ball is interested in signing Nacho as a new player, whose Football Agent is Walter. Walter and Nacho request that AFC Ball pay the Remuneration to Nacho in full on top of paying the service fee to Walter. The club representatives reject the request as it would be in breach of the FFAR; Nacho should pay the service to Walter.*

## 4.23 Are there any circumstances in which the service fee can be paid directly to a Football Agent?

If a service fee due to a Football Agent is to be paid by the player or coach, both the Engaging Entity and the Individual may expressly agree to deduct the service fee payment due to the Football Agent from the Individual’s Remuneration.

In other words, a player’s or coach’s employer can pay the service fee to the relevant Football Agent by deducting the service fee from their Remuneration and paying it directly to the Football Agent, but this is only allowed if a player or coach expressly requests it. This is considered simple technical/accounting assistance to the Individual, as the service fee will be deducted from the Individual’s Remuneration. When these payments are made, the Individual who agreed to them must be transparently notified.



**Example:**

- *Niko is a Football Agent representing Salah, a professional player. Niko assisted Salah in signing an employment contract with Orange FC. Since Salah wants his new employer to handle the administrative technicalities of paying the service fee to Niko, he requests in writing that Orange FC deduct the service fee from his monthly salary and pay it to Niko. The accountant of Orange FC deducts the service fee from Salah's monthly Remuneration and transparently shows that deduction on Salah's payslip. Niko sends the invoice to Salah every annual quarter with Orange FC in copy. Orange FC's accountant transfers the service fee to Niko and notifies Salah with the relevant proof of the transfer.*

Paying instead of the Client (exception from the "Client pays principle")

The only exception to this principle is where the annual Remuneration of the player or coach is less than or equivalent to USD 200,000. In such cases, the player or coach may agree that their employer pays the service fees owed to their Football Agent on their behalf, and such payment will not be deducted from their Remuneration.

- *AFC East Moors is interested in signing John as their new player. He is represented by his Football Agent, Carla. Carla requests that AFC East Moors pays the Remuneration of USD 150,000 to John and the service fee to Carla. The representatives of AFC Moors agree to the request since John's Remuneration is less than USD 200,000.*

Any tax implications or matters concerning social security payments, and similar, are the parties' responsibility.

#### 4.24 Are there other restrictions concerning the payment of service fees to Football Agents?

The FFAR establishes the following restrictions:

1. Payment of any service fee must be made after the closure of the relevant registration period.

**Example:**

- *The player receives a fixed annual Remuneration of USD 2.4 million from 1 July 2024 until 30 June 2025. A Football Agent acted on behalf of the player. In this case, the Football Agent is entitled to USD 76,000 that will be paid after the closure of the registration period (e.g. if the player was registered in Spain, the payment would be made after 31 August).*



2. Payment of any service fee must be made every three months for the duration of the negotiated employment agreement.

**Example:**

- *Following on from the previous example, the Football Agent would be paid in instalments every three months, i.e. they would be paid USD 19,000 every three months, namely in September, December, March and June. The payments should be made in equal instalments.*
3. Only the Remuneration actually received by an Individual is subject to the payment of a service fee.

**Example:**

- *If out of the USD 2.4 million of the annual fixed Remuneration, USD 400,000 is paid as a sign-on fee in July 2024, the Football Agent would be paid as follows:*
  - *USD 28,500 in September, and*
  - *USD 15,833.34 in December, March and June.*
4. A Football Agent representing a Releasing Entity is paid only after the Releasing Entity has received each instalment of the transfer compensation.

**Example:**

- *In the transfer of Player D from Club A (the releasing club) to Club B (the engaging club), Club B pays USD 1,000,000 as transfer compensation, with an upfront payment of USD 500,000 to be paid in July and USD 100,000 in instalments in the next five months. A Football Agent representing Club A is entitled to a maximum service fee of USD 100,000 to be paid as follows:*
- *USD 50,000 in July, and*
- *USD 10,000 in August, September, October, November and December.*

#### 4.25 Can service fees take the form of commissions/retainers/hourly/daily/fixed fees?

Yes. As long as they are within the stipulated maximum service fee payable, all parties to a Representation Agreement are free to agree to any form.



#### 4.26 Are payments to Football Agents paid through the FIFA Clearing House?

All service fee payments to Football Agents will be made through the FIFA Clearing House, in accordance with the FIFA Clearing House Regulations.

If the FIFA Clearing House Regulations do not (yet) regulate service fee payments to Football Agents when the FFAR enter into force, payment shall be made directly to Football Agents until such time that the FIFA Clearing House Regulations regulate service fee payments.

FIFA has taken this approach to ensure a transparent and efficient payment system is designed to simplify payments for all parties involved, as well as to provide an easier dispute resolution procedure, should it be needed.

#### 4.27 Can a Football Agent provide Football Agent Services before entering into a Representation Agreement?

No. Article 12 paragraph 1 is clear in stating that a Football Agent may only perform Football Agent Services for a Client after entering into a written Representation Agreement with that Client.

#### 4.28 For how long can a Representation Agreement run?

A Representation Agreement concluded between an Individual and a Football Agent will be valid for a maximum of two years. This term may be extended by a new written agreement and cannot be tacitly prolonged, i.e. any provision stating an automatic extension shall not be valid. Any changes and extensions have to be reported in the Agent Platform.

##### **Example:**

*Klaus and Nelson have entered into a two-year Representation Agreement and would like to extend their cooperation for longer, since Klaus recently signed a new four-year employment contract with his club which Nelson helped him to negotiate. In order to cover the entire period of the four-year employment contract, they can enter into a new two-year Representation Agreement only after the expiry of the previous Representation Agreement.*

#### 4.29 What is the maximum term for a Representation Agreement between a club/MA/Single-Entity League and a Football Agent?

A Representation Agreement concluded between a club, MA, or Single-Entity League (which can be either an Engaging Entity or Releasing Entity) and a Football Agent is not subject to a maximum duration.

This type of Representation Agreement can be interpreted as an open-ended "mandate" to represent the interests of such Clients in future transfers and not only in specific ones.



#### 4.30 How are mandates between Football Agents regulated?

Currently, the mandates between Football Agents are not regulated in the FFAR. FIFA intends to prepare a mandate template that may be used across the industry in its Football Agent Working Group.

#### 4.31 What are some examples of just cause to terminate a Representation Agreement?

Examples of just cause to terminate a Representation Agreement will inevitably emerge once the Agents Chamber of the Football Tribunal is operational. In a general sense, 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:

- i. a Football Agent has their licence withdrawn or suspended;
- ii. a player or coach is banned from taking part in any football-related activity;
- iii. a Client fails to pay the service fee to the Football Agent;
- iv. a club is banned from registering new players, either nationally or internationally, for at least one registration period.

#### 4.32 What is the Football Agent's primary duty?

The Football Agent's primary duty and obligation is to act in the best interests of their Client. This fiduciary duty underpins the agent-client relationship, both at law and under the FFAR.

#### 4.33 Can anyone check if an individual is licensed as a Football Agent?

Yes. Anyone can check whether an individual is a Football Agent by accessing the FIFA Football Agent Directory on the FIFA website. The FIFA Football Agent Directory is the only official source in that regard.

All potential Clients should check the credentials of any individual presenting themselves as a Football Agent by using the information and checking in the FIFA Football Agent Directory in the FIFA Football Agent Directory.

#### 4.34 What happens if a party violates an article of the FFAR?

The FIFA Disciplinary Committee and/or the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates the FFAR, the FIFA Statutes or other FIFA regulations.



# DISCLOSURE AND PUBLICATION

V.

## 5.1 Who has access to the Agent Platform?

The Agent Platform is open to the public for the limited purpose of applying for a Football Agent licence.

After receiving a licence, a Football Agent will be given full access to the Agent Platform. They have several disclosure and reporting obligations in the Agent Platform. They also have to complete their annual fee payment and continuing professional development through the Agent Platform.

The Football Agents' Directory will be freely accessible to the public via the FIFA website.

## 5.2 What are a Football Agent's reporting requirements?

Football Agents have significant reporting requirements to FIFA. They must upload in the Agent Platform:

- i. within 14 days of execution, amendment or termination: the relevant Representation Agreement and the information requested on the Platform;
- ii. within 14 days of execution: any agreement with a Client other than a Representation Agreement, including but not limited to agreements relating to Other Services and the information requested on the Platform;
- iii. within 14 days of payment of a service fee: the information requested on the Platform;
- iv. within 14 days of payment of a fee related to any agreement entered into with a Client other than a Representation Agreement: the information requested on the Platform;
- v. within 14 days of occurrence: any contractual or other arrangement between Football Agents to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services;
- vi. within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
- vii. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent.

If they conduct their business affairs through an Agency, they must also upload to the Agent 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 the information previously provided in relation to the Agency.

Football Agents also have a number of reporting obligations to their Clients. They must:

- i. immediately inform a Client of any written offer (by any means of communication) they have received in relation to that Client insofar as any written offer relates to a potential Transaction (e.g. offer of employment, registration or transfer); offers do not include commercial contracts, sponsorship, etc.;
- ii. provide a Client, on request, with 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 made to the Football Agent in relation to a Transaction in which they were involved; and
- iii. 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.

### 5.3 Do “domestic” Transactions have to be reported in the Platform?

Yes, but only if the relevant national football agent regulations establish such an obligation.

### 5.4 What data relating to Football Agents will be published?

Data relating to Football Agents will be published by FIFA on three channels:

- i. the FIFA website (available publicly);
- ii. the FIFA Legal Hub (available only to Clients); and
- iii. the FIFA Agents Platform (available only to Football Agents, member associations and FIFA).

Five sets of data will be published:

- i. names and details of all Football Agents;
- ii. the Clients they represent;
- iii. the Football Agent Services they provide to each Client;
- iv. any sanctions imposed on them or their Clients; and
- v. the details of all Transactions in which they are involved, including the service fee amounts paid.



## 5.5 Will member associations have access to Representation Agreements?

Member associations will have access to Representation Agreements where their affiliated clubs or leagues are parties, and the Representation Agreements where a Football Agent is domiciled in their territory.

Member associations will not automatically have access to Representation Agreements involving Individuals, except where they fall in the category mentioned in the previous paragraph.



DISPUTES

VI.

## 6.1 What is the competence and jurisdiction of the Football Tribunal?

The Football Tribunal is composed of three Chambers:

- i. the Dispute Resolution Chamber;
- ii. the Player Status Chamber; and
- iii. the Agents Chamber.

Without prejudice to the Football Agent's or Client's right to seek redress before an ordinary court of law, the Agents Chamber has jurisdiction to determine disputes:

- i. arising out of, or in connection with, a Representation Agreement with an international dimension;
- ii. where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
- iii. 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.

A Representation Agreement will have an international dimension whenever:

- i. it governs Football Agent Services related to a Specified Transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer); or
- ii. it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer).

Any dispute involving a Representation Agreement which does not have an international dimension shall be decided based on the national football agent regulations of where the Client is registered or domiciled at the time the Representation Agreement is signed.



**DISCIPLINARY  
MATTERS**

**VII.**

## 7.1 How can someone report a violation of the FFAR?

FIFA has ensured access to a dedicated, highly secure and web-based whistle-blowing system so that individuals can report any form of potential misconduct or violation of the FFAR. The whistle-blower can choose to be anonymous. The FIFA Reporting Portal can be accessed via this link: <https://fifa.gan-compliance.com/p/Case>.

## 7.2 When do the FIFA judicial bodies have competence and jurisdiction to sanction violations of the FFAR?

The FIFA Disciplinary Committee and independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates the FFAR. FIFA has jurisdiction regarding:

- a. any conduct connected to a Representation Agreement with an international dimension (cf. art. 2 par. 2); or
- b. any conduct connected to an international transfer or international Transaction.

The relevant member association is responsible for imposing sanctions on any Football Agent or Client that violates their national football agent regulations. The relevant member association has jurisdiction regarding:

- a. any conduct connected to a Representation Agreement without an international dimension (cf. art. 2 par. 3); or
- b. any conduct connected to a national transfer or national Transaction.

## 7.3 What types of sanctions may be issued?

The FIFA Disciplinary Committee sets out the types of sanctions that may be issued for violating the FFAR.

For Clients, sanctions may include a reprimand, warning, fine, ban on participating in football-related activity (for Individuals) or a ban on registering players (for clubs).

For Football Agents, they may include a reprimand, warning, fine, ban on participating in football-related activity, or the suspension or withdrawal of a licence.



#### 7.4 What ongoing licensing requirements must a Football Agent comply with?

A Football Agent must:

- i. meet the eligibility requirements at any time;
- ii. pay the annual licence fee to FIFA within the deadline stipulated on the Agent Platform;
- iii. comply with the continuing professional development requirements in a calendar year; and
- iv. comply with their reporting obligations.

Failure to meet any of these requirements will result in the licence being automatically provisionally suspended.

If the Football Agent fails to meet the eligibility requirements notified by the FIFA general secretariat, the FIFA Disciplinary Committee will make the final decision in the matter.

In the other cases listed, the Football Agent will be given 60 days to rectify their non-compliance. Failure to do so will result in their licence being withdrawn.

#### 7.5 What happens if an Intermediary does not become a Football Agent and continues operating without a licence?

All parties in a Transaction, such as players, coaches, clubs, Single-Entity Leagues or member associations, can be sanctioned if they are using the services of individuals who are not licensed as Football Agents (art. 18 par. 2 (a)). Further, anyone acting without a licence will be ineligible to become Football Agents for at least 24 months from the moment of their last unlicensed activity. The Football Agent Directory is freely accessible to the public and anyone can check whether an individual is licensed as a Football Agent or not.



**DISCIPLINARY  
MATTERS**

**VIII.**



### 8.1 What is the scope of national football agent regulations?

The purpose of national football agent regulations is to provide a national regulatory framework that exists in parallel with the FFAR. The national football agent regulations govern the occupation of Football Agents within the territory under the jurisdiction of the relevant member associations and apply to all Representation Agreements that do not have an international dimension.

Such national football agent regulations shall:

- i. incorporate articles 11 to 21 of the FFAR;
- ii. incorporate any mandatory elements of the relevant national law;
- iii. provide jurisdiction to a national-level body for the determination of any disputes as provided for in article 20 paragraph 3 of the FFAR; and
- iv. provide jurisdiction to a national-level body to take disciplinary measures as provided for in article 21 paragraph 2 of the FFAR.

Member associations may introduce stricter measures than those stipulated in articles 11 to 21 of the FFAR or deviate from them where those provisions conflict with stricter mandatory provisions of the relevant national law.

### 8.2 How can a member association implement their national football agent regulations?

Member associations must implement national football agent regulations in accordance with article 3 of the FFAR.

FIFA has produced standard national football agent regulations which respect the principles of the FFAR and are intended to act as a guide for MAs.

### 8.3 I am currently an Intermediary registered with a member association. Can I still provide Football Agent Services after 1 January 2023?

Yes. A registered Intermediary can provide the equivalent to Football Agent Services for existing representation agreements until the Regulations on Working with Intermediaries are repealed. After that, the registered Intermediary must hold a Football Agent licence in order to continue providing Football Agent Services within the same representation agreements.



#### 8.4 I am currently an Intermediary registered with a member association. Am I entitled to receive fees from previous or existing representation agreements entered into with my Client prior to the entry into force of the FFAR?

Yes, presuming the representation agreement is valid and services have been successfully provided. However, such representation agreements will not be enforceable within the Agents Chamber.

Furthermore, the renewal of any existing representation agreement after the approval of the FFAR is subject to the validity requirements in the FFAR. A renewal that does not respect such requirements will be deemed unenforceable by the Agents Chamber.

#### 8.5 How does the transition period establish by article 22 of the FFAR work in practice?

The transition period from 16 December 2022 to 30 September 2023 can be explained as follows:

1. Representation agreements entered into prior to 16 December 2022:

Representation agreements concluded prior to 16 December 2022 remain entirely unaffected, regardless of whether a Transaction occurs after 16 December 2022 or after 1 October 2023. However, such agreements may not be extended. In practice, this means that the FFAR does not apply to such contracts (for example in relation to the amount of commission, duration, etc.).

##### **Example:**

*An Intermediary entered into a club-intermediary representation agreement on 1 July 2022. It complies with the relevant intermediary regulations and all applicable laws. It provides that the Intermediary will provide intermediary services to the club on any future sale of the registration rights of their players for a period of five years. For those intermediary services, the Intermediary is entitled to a commission of 20% of any transfer compensation. This representation agreement is still valid until its original expiration date and its content does not breach the FFAR. The relevant intermediary regulations and applicable contract law shall apply. However, the Agents Chamber does not have jurisdiction for potential claims connected with that representation agreement.*

2. Representation agreements entered into between 16 December 2022 and 30 September 2023:

For representation agreements entered into between 16 December 2022 and 30 September 2023, the following principle applies:



Up to 30 September 2023, such agreements remain unaffected by the FFAR. If a Transaction (e.g. the registration of a player or the renegotiation of an employment contract) connected to that representation agreement occurs on or before 30 September 2023, the FFAR will not impose limitations (e.g. on an agreed commission) and the FIFA Agents Chamber will not have jurisdiction.

**Example:**

*An Intermediary entered into a club-intermediary representation agreement on 3 January 2023. It complies with the relevant intermediary regulations and all applicable laws. The agreement provides that the Intermediary will provide intermediary services to the engaging club to negotiate an employment agreement with a certain player. The Transaction is completed on 20 January 2023. For the intermediary services provided, the agreement establishes that the Intermediary is entitled to a commission of 20% of the player's Remuneration. This representation agreement is still valid and its content does not breach the FFAR. The relevant intermediary regulations and applicable contract law shall apply. Further, the Agents Chamber does not have jurisdiction for potential claims connected with that Transaction.*

*As from 1 October 2023 (and therefore also for transactions occurring after that date), a Representation Agreement must comply with the FFAR. This means that its terms must be amended so that they comply with the FFAR. In particular, the agreed commission rate must be brought into compliance with the FFAR. Likewise, as from 1 October 2023, the relevant Football Agent Services may be provided only by agents holding a licence as per the FFAR.*

**Example:**

*An Intermediary entered into a club-intermediary representation agreement on 3 January 2023. It complies with the relevant intermediary regulations and all applicable laws. The agreement provides that the Intermediary will provide intermediary services to the engaging club to renegotiate an employment agreement with a certain player. It also establishes a 20% commission. The relevant Transaction is completed on 1 November 2023. In order to avoid a breach of the FFAR, the following must occur:*

*In order for the intermediary to continue providing Football Agent Services, they need to obtain a licence as per the FFAR and amend the representation agreement to be compliant with the FFAR from 1 October 2023. Specifically, the commission must comply with the service fee cap as per the FFAR.*

*The Agents Chamber has jurisdiction for potential claims connected with the Transaction.*



### 3. Representation Agreements entered into from 1 October 2023:

All Representation Agreements concluded on or after 1 October 2023 have to fully comply with the FFAR. For disputes arising from Representation Agreements with a sufficient international dimension (as defined in the FFAR), concluded on or after 1 October 2023, the Agents Chamber in principle has jurisdiction.

## 8.6 Is a Representation Agreement which covers a Transaction between 16 December 2022 and 1 October 2023 affected by the FFAR?

No. This means that any payments to an Intermediary under such Representation Agreement (whether by a club or by, or on behalf of, a player) can be made pursuant to such arrangements without reference to the service fee caps contained in the FFAR, even if some of those payments may fall due after 1 October 2023.

### Example:

*An intermediary entered into a club-intermediary representation agreement on 3 January 2023. It complies with the relevant intermediary regulations. The agreement provides that the intermediary will provide intermediaries services to the engaging club to negotiate an employment agreement with a certain player. This Transaction is completed on 20 January 2023. For the intermediary services provided, the agreement establishes that the Intermediary is entitled to a commission of 20% of the player's Remuneration. The commission is to be paid in instalments that fall due in January and July 2024. Such payments are unaffected by the FFAR and do not breach the FFAR. The relevant intermediary regulations and applicable contract law shall apply. Further, the Agents Chamber does not have jurisdiction for potential claims connected with the representation agreement.*

## 8.7 Will existing representation agreements be able to continue beyond 1 October 2023 if the Intermediary has not been licensed as a Football Agent by FIFA?

No. The Intermediary concerned needs to become a football agent licensed by FIFA in order to continue providing Football Agent Services under the existing representation agreements. All existing representation agreements with a natural expiration on or after 1 October 2023 at the time that the FFAR were approved will continue to be valid until their natural expiration. These contracts do not need to be uploaded to the Agent Platform, but it will not be possible to enter into new Representation Agreements with anyone but Football Agents after 1 October 2023.



**Example:**

*An Intermediary entered into a representation agreement with a player in January 2023 for a period of two years. The agreement establishes that the service fee due to the Intermediary is 15% of the player's Remuneration. Only from January 2024 did the intermediary (now Football Agent) start to provide Football Agent Services to the player by negotiating an annual fixed remuneration of USD 100,000. However, since the FFAR is already in force, the Football Agent may only charge 5% of the player's salary.*

### **8.8 If a registered intermediary fails to obtain a licence when the FFAR come into force, what would the consequences be for their pre-existing representation agreements?**

The Intermediary concerned needs to become a football agent licensed by FIFA, if they wish to continue providing Football Agent Services under their existing representation agreements after 1 October 2023. If they fail to obtain a licence, they may no longer provide Football Agent Services after 1 October 2023. Should Football Agent Services still be provided, both the Client and the agent may be sanctioned.

The FFAR does not establish any consequence for those pre-existing representation agreements, if the agent concerned may no longer provide the contractually stipulated services. The consequences concerning the agreements will in principle be assessed under the relevant national law that govern those pre-existing representation agreements.

If a Representation Agreement is concluded on or after 1 October 2023 and if the concerned agent cannot provide the stipulated services under the FFAR because they have failed to obtain a licence, it will be up to the Agents' Chamber to determine the consequences concerning the Representation Agreement in the event of a dispute, provided that the Agents' Chamber has jurisdiction to hear such dispute.

### **8.9 What happens if an applicant cannot prove the existence of their FIFA Players' Agent licence and/or related intermediary activity?**

In such situations, the application, in line with article 23 of the FFAR, will be rejected by FIFA and such individuals must either reapply with additional evidence or apply through the exam path.

**Example:**

*A candidate uploads a letter claiming that they do not have official proof of their licence obtained in 2003 but submits a news article referring to them as a "football agent". FIFA rejects the application due to insufficient evidence.*



**FOOTBALL AGENT  
WORKING GROUP**

**IX**

## 9.1 What is the Football Agent Working Group?

The Football Agent Working Group is a body established to advise FIFA on all matters relating to Football Agents. The body will be made up of individuals representing Football Agents and professional football stakeholders.

Decisions of the Football Agent Working Group are non-binding; it can only make recommendations to the Football Stakeholders Committee (and subsequently the FIFA Council).

You can find its composition at [fifa.com/legal](https://www.fifa.com/legal).

**FIFA®**